

Solicitation Document

Request for Proposal CLAIMS MANAGEMENT INFORMATION SYSTEMS

IFB NUMBER: 00-042

August 2000



King County

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DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance: Formal action of the County in determining that the Contractor's work has been completed in accordance with the contract.

Act of Nature: A cataclysmic phenomenon of nature, such as an earthquake, flood or cyclone.

Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the contract documents issued by the County during the Proposal period and prior to the date and time established for submittal of Proposals.

Best and Final Offer: Best and Final Offer shall consist of the Proposer's revised Proposal, the supplemental information and the Proposer's Best and Final Offer. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last will govern.

Buyer: Individual designated by King County to conduct the contract solicitation process, draft and negotiate contracts, resolve contractual issues and support the Project Manager during contract performance.

Change Order: Written order issued by the County, with or without notice to sureties, making changes in the work within the scope of this contract.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the County and the Contractor for completion of the services or work under the Contract.

Contract Administrator: The individual designated by the County to administer the contract and be the contractor's primary point of contact. The contract administrator will approve orders, receipts, invoices and document the contractor's performance. This person may be the project manager.

Contract Price: Amount payable to the Contractor under the terms and conditions of the contract for the satisfactory performance of the services under the contract.

Contract Period: The period and time during which the Contractor shall perform the services or work under the contract.

Contract Time: Number of calendar days and/or the intermediate and final completion dates stated in the contract documents for the completion of the work specified herein.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of services or work under the contract.

Contractor's Representative: The individual designated in writing by the Contractor to act on its behalf under this contract.

Council: The Metropolitan King County Council. The elected, governing body of King County.

Criteria, Evaluation Criteria or Evaluation Factors: The elements cited in the RFP that the County will examine to determine the proposers understanding of the requirements; technical, business and management approach; key personnel; qualification and experience of the proposer; potential for successfully accomplishing the contract; risk allocation and the probable cost to the County.

Day: Calendar day.

Executive: King County Executive

Month: The period commencing on the first day of a calendar month and ending on the first day of the next succeeding calendar month.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project Manager: The individual designated by the County to manage the project on a daily basis and may represent the County for contract administration. This contract may be part of a larger County project.

Proposal Evaluation Team (PET): Team of people appointed by the County to evaluate the Proposals, conduct discussions, call for Best and Final Offers, score the Proposals and make recommendations.

Proposed Work Change (PWC): A written document issued by the project manager, or his/her designee, to the Proposer identifying contemplated changes in the work and requesting a price estimate from the Contractor; such a document shall not be interpreted or construed to constitute a change order.

Proposer: Individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a Proposal to perform the work.

Proposer's Representative: The individual designated in writing by the Proposer to act on its behalf under this contract.

Provide: Furnish without additional charge.

RCW: The Revised Code of Washington.

RFP: Request for Proposals. Also known as the solicitation document.

Reference Documents: Reports, specifications, and drawings which are available to Proposers for information and reference in preparing Proposals but not as part of this contract.

Shall or Will: Whenever used to stipulate anything, shall or will means mandatory by either the Contractor or the County, as applicable, and means that the Contractor or the County, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Specifications or Technical Specifications: A Section of the Request for Proposals consisting of written descriptions of services to be performed or of the technical requirements to be fulfilled under this contract.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the work covered by this contract.

Submittals: Information which is submitted to the project manager in accordance with the technical specifications.

Subsection: For reference or citation purposes, subsection shall refer to the paragraph, or paragraphs, called out by part, section and alphanumeric designator

WAC: Washington Administrative Code.

Work: Everything to be done and provided for the fulfillment of the contract.

KING COUNTY
REQUEST FOR PROPOSALS

RFP NO. 00-042

Proposal Submittal Date: September 19, 2000

Proposals for the Supply and Delivery of Claims Management Information Systems will be received by the King County Procurement and Contracts Services Division, Mail Stop EXC-FI-0871, Exchange Building, 8TH Floor, 821 Second Avenue, Suite 10, Seattle, Washington 98104-1598 until **2:00 p.m. Seattle time on September 19, 2000.**

Information may be obtained by contacting the undersigned at phone number (206) 263-5246 or FAX number (206) 684-1470, or in person at the above address.

Prospective proposers should submit written questions to the buyer no later than 4:00 p.m. on August 25, 2000. Written questions are preferred in an e-mail format or FAX. Copies of questions with answers will be sent to everyone who received an RFP.

The County reserves the right to reject any and all Proposals submitted or parts thereof, and to waive informalities or minor irregularities.

This information is available on request in accessible formats for people with disabilities by calling (206) 684-2046 or (206) 689-3413 (TDD).

King County

Steve Cole
Supervisor
Procurement Services Division

Phone No.: (206) 263-5246
Fax No.: (206) 684-1470
E-mail: steve.cole@metrokc.gov

Dates of Publication: August 15, 2000

SECTION 1 - PROPOSAL PREPARATION

1-1 Introduction

By issuing this specification document King County (the County) invites Risk Management Information System (CMIS) vendors to submit proposals for a computerized system to assist in claims administration, loss reporting, incident tracking, case management, and other risk management-related activities including maintenance of financial claims data and insurance information.

1-2 Proposal Submission

Proposals shall contain all required attachments and information, be sealed and submitted to King County (hereinafter "County"), Procurement and Contract Services Division, M.S. EXC-FI-0871, Exchange Building, Eighth Floor, 821 Second Avenue, Suite 10, Seattle, Washington 98104-1598 no later than 2:00 p.m. Seattle time on September 19, 2000.

The County reserves the right to request oral interviews, additional information, site visits, or any other type of clarification of Proposal information it deems necessary to evaluate Proposals

1-3 Proposal Signature

Each Proposal shall be signed by the Proposer or the Proposer's authorized representative and include the Proposer's address. If the Proposal is made by an individual, the name, signature and post office address must be shown; if made by a partnership or joint venture, the name and post office address of the partnership or joint venture and the signature of at least one of the general partners or authorized joint venture partners must be shown; if made by a corporation, the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person who signs on behalf of the corporation must be shown.

1-4 Addenda

Each Proposal Response Form, Attachment A, shall include acknowledgment of receipt and review of all addenda issued during the Proposal period.

1-5 Schedule

Event

<u>August 15, 2000</u>	Public announcement of Request for Proposals
<u>August 25, 2000</u>	Pre-proposal questions due, in writing (FAX 206-684-1470) e-mail: steve.cole@metrokc.gov
<u>September 19, 2000</u>	Proposals due
<u>* September 29, 2000</u>	Evaluation of Written Proposals completed. Firms with Proposals judged unacceptable will be notified that they will not be considered further.
<u>* October to October, 2000</u>	Evaluation product demonstration (if required)
<u>* November , 2000</u>	Execute contract and issue Notice to Proceed

*NOTE Dates preceded by an asterisk are estimated dates. Estimated dates are for information only.

1-6 Inquiries

Inquiries concerning the procurement process shall be directed to Steve Cole at phone number (206) 263-5246 or FAX number (206) 684-1470 or in writing to the County's Procurement Services Division, Exchange Branch, MS/71, 821 Second Avenue, Seattle, Washington 98104-1598.

Communications with other than the listed County staff may cause the firm to be subject to disqualification by the Manager of Procurement Services or designee.

1-7 Pre-Proposal Conference (Not Used)

1-8 Interpretation of Proposal and Contract Documents

No oral interpretations as to the meaning of the RFP will be made to any Proposer. Requests for a written interpretation shall be made in writing and delivered or faxed to the Buyer at the County's Procurement Services Division at the address indicated in Section 1-6 at least ten (10) calendar days before the date established for submitting Proposals. Any interpretation deemed necessary by the County will be in the form of an addendum to the RFP and when issued will be delivered as promptly as is practicable to all parties to whom the RFP has been issued. All addenda shall become part of the RFP and any subsequently awarded contract. Proposers shall not rely upon any oral statements or conversations, whether at the pre-proposal conference, if any, or otherwise, they may have with County employees or third parties regarding the RFP.

1-9 Examination of Proposal and Contract Documents

The submission of a Proposal shall constitute an acknowledgment upon which the County may rely that the Proposer has thoroughly examined and is familiar with the RFP, including any work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or related to the goods and services to be provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, work sites, statutes, regulations, ordinances or resolutions shall in no way relieve the Proposer from any obligations with respect to the Proposer's Proposal or to any contract awarded pursuant to this RFP. No claim for additional compensation will be allowed which is based upon a lack of knowledge or misunderstanding of this RFP, work sites, statutes, regulations, ordinances or resolutions.

1-10 Cost of Proposals

The County is not liable for any costs incurred by Proposers in the preparation, presentation, testing or negotiation of proposals submitted in response to this RFP.

1-11 Modification or Withdrawal of Proposals Prior to Submittal Date

At any time before the time and date set for submittal of Proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a person with authority as identified in Attachment A, Proposal Response Form. All Proposal modifications shall be made in writing, executed and submitted in the same form and manner as the original Proposal.

1-12 Errors and Administrative Corrections

The County will not be responsible for any errors in Proposals. Proposers will only be allowed to alter Proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers by the County. The County reserves the right to request an extension of the Proposal period from a Proposer or Proposers.

The County reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors.

1-13 Prompt Payment Discount

Proposals offering a prompt-payment discount for payments made within twenty (20) calendar days will be evaluated at the discounted price.

1-14 Postponement or Cancellation of Request for Proposal

The County reserves the right to cancel the RFP or postpone the date and time for submitting Proposals.

1-15 Proposal Requirements

A The Proposal shall contain the following items and follow the exact sequence outlined below:

1. Proposals shall respond to the RFP questions listed in Sections 7, 8, and 9; and the attachments required directly below in 1-15 A2. Also, please respond to paragraph 2-11.
2. Attachments A and F must be completed and returned with your proposal. (Attachment B and C are referenced in Section 7. Attachments D, E, G, H, I and K relate to standard County contracts and do not need to be completed at this time.)

Attachment A Proposal Response Form

Attachment B Example Litigation Management Screen

Attachment C Sample Subrogation Management Screen

Attachment D - Personnel Inventory Report

Attachment E - Affidavit and Certificate of Compliance Regarding Equal Employment Opportunity - Sign and submit with Proposal

Attachment F - Current or Former King County Employee Disclosure Form. If applicable, complete and submit as part of the Proposal.

Attachment G - ADA/504 Self-Evaluation Questionnaire

Attachment H - Source Code Escrow Agreement

Attachment I - Software Licensing Agreement

Attachment J - Software Maintenance Agreement

B. Submit Five (5) copies of the Proposal and attachments and a disk with Word file responses to section 7, 8, and 9. One copy shall be unbound to facilitate reproduction.

1-16 Collusion

If the County determines that collusion has occurred among Proposers, none of the Proposals of the participants in such collusion will be considered. The County's determination shall be final.

1-17 Rejection of Proposals

A. The County reserves the right to reject any Proposal for any reason including, but not limited to, the following: any Proposal which is incomplete, obscure, irregular or lacking necessary detail and specificity; any Proposal which has any qualification, addition, limitation or provision attached to the Proposal; any Proposal from Proposers who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the work; any Proposal which is not

approved as being compliant with the requirements for equal employment opportunity; any Proposal for which a Proposer fails or neglects to complete and submit any qualifications information within the time specified by the County; and any Proposal submitted by a Proposer which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies.

- B. In consideration for the County's review and evaluation of its Proposal, the Proposer waives and releases any claims against the County arising from any rejection of any or all Proposals, including any claim for costs incurred by Proposers in the preparation and presentation of Proposals submitted in response to this RFP.

1-18 Proposal Price and Effective Date

The Proposal price shall include everything necessary for the prosecution and completion of the contract including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this RFP. Prices quoted on the Proposal Response Form shall include all freight charges, FOB to the designated delivery point. Washington State sales/use taxes and Federal excise taxes shall not be included in the Proposal price. The County will pay any Washington State sales/use taxes applicable to the contract price or tender an appropriate amount to the Contractor for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges shall be included in the Proposal price. The Proposal shall remain in effect for 180 calendar days after final Proposal submittal date and time. In the event of a discrepancy between the unit price and the extended amount for a Proposal item, the County reserves the right to clarify the Proposal.

1-19 Procedure When Only One Proposal Is Received

- A. If the County receives a single responsive, responsible and advantageous Proposal, the County shall have the right, in its sole discretion, to extend the Proposal acceptance period for an additional 60 days and to conduct a price or cost analysis on such Proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single Proposal; the County reserves the right to reject such Proposal or any portion thereof.
- B. By submitting a Proposal, the Proposer has thereby agreed to the provisions set forth in this subsection.

1-20 Protest Procedures

Any actual or prospective Proposer, including subcontractors and suppliers showing a substantial economic interest in a contract that may be awarded under this RFP, who claims to be aggrieved in connection with the solicitation or proposed award of such a contract may submit a protest to the County in accordance with the procedures set forth herein.

1. Protest Deadlines. Protests based on the specifications or other terms in this RFP which are apparent prior to the date established for submittal of Proposals, shall be submitted not later than seven calendar days prior to said date. Protests based on other circumstances shall be submitted within five calendar days after the allegedly aggrieved person knows or should have known of the facts and circumstances upon which the protest is based; provided, however, that in no event shall a protest be considered after rejection of all Proposals.
2. Protest Procedure. In order to be considered, a protest shall be in writing and shall include: (1) the name and address of the allegedly aggrieved person; (2) the contract number and contract

title under which the protest is submitted; (3) a detailed description of the specific grounds for protest and any supporting documentation; and (4) the specific ruling or relief requested. Written communications to the County from Proposers or other parties that raise questions or issues but do not address each of the four factors shall not be considered a protest by the County. The written protest shall be addressed to:

King County Procurement & Contract Services Division
Department of Finance
Exchange Building, 8th Floor
821 Second Avenue, Suite 10
Seattle, Washington 98104-1598

Attn: Steve Cole, M.S. EXC-FI-0871
Protest RFP No. 00-042

3. Protest Review. Upon receipt of a timely written protest, the Buyer will promptly consider the protest. The Buyer will give notice of the pending protest to potential contractors or other interested parties if the protest is filed before award. Potential contractors or other interested parties may be given an opportunity to submit their views and relevant information. If requested by the protesting party, there may be informal conferences on the merits of a protest. If the protest is not resolved by mutual agreement of the allegedly aggrieved person and the County, the Buyer will within 30 calendar days of receipt of protest issue a detailed written response to each substantive issue raised in the protest and inform the allegedly aggrieved person of his/her right to appeal the decision to the County's Director of Finance.

A copy of the decision shall be delivered or mailed to the allegedly aggrieved person and any other interested parties. The decision will be considered final and conclusive unless appealed in writing to the Director of Finance within ten calendar days of receipt by the Proposer of the decision. The appeal period shall commence on the date of delivery of the decision or if it is mailed, three (3) calendar days after the date of postmark on the envelope.

If the decision is timely appealed, the Director of Finance may set a schedule for exchange of additional documents from interested parties. The Director of Finance may, but is not required to, hear oral discussion from the parties. The subsequent determination of the Director of Finance will be issued within 30 calendar days from the hearing date, if any, or the last date established by the Director of Finance, to submit documents related to the protest appeal. The decision by the Director of Finance will be the final determination by the County.

The allegedly aggrieved party may make a request for reconsideration within three calendar days if data becomes available that was not previously known, or there has been an error of law or regulation.

Failure to comply with these protest procedures will render a protest untimely or inadequate and result in rejection thereof by the County.

4. Award Pending Resolution of Protest. The County will not make award prior to resolution of a protest, or open Proposals prior to resolution of a protest filed before Proposal is opened, unless the County determines that: (1) the items to be procured are urgently required; (2) delivery of performance will be unduly delayed by failure to make the award promptly; or (3) failure to make prompt award will otherwise cause undue harm to the County or the Federal Government, if applicable.

1-21 Conflicts of Interest - Current and Former Employees

The County seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former County employees in transactions with the County. Consistent with this policy, no current or former County employee may contract with, influence, advocate, advise, or consult with a third party about a County transaction, or assist with the preparation of Proposals submitted to the County while employed by the County or within one year after leaving the County's employment, if he/she was substantially involved in determining the work to be done or process to be followed while a County employee.

All bidders, proposers, vendors, consultants or contractors who anticipate contracting with the County must identify at the time of offer, such current or former County employees involved in preparation of bids/proposals or the anticipated performance of the work or services if awarded the contract. This information should be included in Attachment G - "Current or Former County Employee Disclosure Form." Failure to identify former County employees involved in this transaction may result in the County's denying or terminating this contract. In addition, after award, the Contractor is responsible for notifying the County's project manager of current or former County employees who may become involved in the contract any time during the term of the contract

1-22 Proposal Alternatives

Proposals shall address all requirements identified in this RFP. In addition, the County may consider Proposal Alternatives submitted by Proposers that provide enhancements beyond the RFP requirements. Proposal Alternatives may be considered if deemed to be in the County's best interests. Proposal Alternatives must be clearly identified.

SECTION 2 - PROPOSAL EVALUATION AND CONTRACT AWARD

2-1 General

Proposals will be evaluated and ranked by the Proposal Evaluation Team (PET) on the basis of the criteria established in this RFP. The PET will evaluate the Proposals submitted in response to the RFP, conduct fact finding, discussions/negotiations, request best and final offers and determine which Proposal is the most advantageous to the County for contract award. The PET's recommendation is subject to review and approval.

2-2 Changes in Requirements

When, either before or after receipt of Proposals, the County changes, revises, increases, or otherwise modifies its requirements, the County shall issue a written addendum to the RFP. In considering which firms to notify of a change, the County will consider the stage in the procurement process at which the change occurs and the magnitude of the change, as follows:

- A. If Proposals are not yet due, the addendum will be sent to all firms that have received the RFP.
- B. If the time for receipt of Proposals has passed but Proposals have not been evaluated, the addendum will be sent only to Proposers responding to the RFP.
- C. If the Proposals have been evaluated and classified, only those Proposals classified as in the competitive range.
- D. If a change is so substantial that it warrants substantial revision of the RFP, the County may cancel the original RFP and issue a new one, regardless of the state of the procurement process. The new solicitation will be issued to all firms originally solicited and to any firms added to the original list.

2-3 Proposal Evaluation

The PET will evaluate each Proposal using the criteria set forth in this RFP. If deemed necessary by the PET, written and/or oral discussions may be conducted with those Proposers whose Proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFP, costs or prices, and suspected mistakes may be included among the items for discussion. The discussions are intended to give Proposers a reasonable opportunity to resolve deficiencies, uncertainties and suspected mistakes as requested by the PET and to make the cost, pricing or technical revisions required by the resulting changes.

Upon completion of discussions, the PET may issue to all remaining potentially acceptable Proposers a request for Best and Final Offers. The request will include notice that discussions are concluded, an invitation to submit a revised Proposal with a Best and Final Offer, and a new submittal date and time.

The County reserves the right to make a contract award without written and/or oral discussions with the Proposers and without an opportunity to submit Best and Final Offers when deemed to be in the County's best interests.

2-4 Evaluation of the Best and Final Offer

After requesting Best and Final Offers, if requested, the PET will evaluate the Proposal or Proposals which have been preliminarily identified as most advantageous through analysis of information derived from the Proposal, the County's records, other relevant sources and information provided by the Proposer.

The PET may request that the Proposer provide additional information, explanation and documentation such as the following:

A. Responsiveness

The County will consider all the material submitted by the Proposer to determine whether the Proposer's offering is in compliance with the terms and conditions set forth in this RFP.

B. Responsibility

1. The County will consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is capable of and has a history of successfully completing contracts of this type. This may include requiring the Proposer to provide references from customers who have been provided the same or equivalent goods or services. References shall include the names and addresses of the parties to whom such goods or services were provided and the name and phone number of contact persons with such parties.
2. The following elements will be given consideration by the County in determining whether a Proposer is responsible:
 - a. the ability, capacity and skill of the Proposer to perform the contract or provide the service required;
 - b. the character, integrity, reputation, judgment and efficiency of the Proposer;
 - c. whether the Proposer has the financial resources and experience to perform the contract properly and within the times specified;
 - d. the quality and timeliness of performance by the Proposer on previous contracts with the County and with other local governments and state and federal agencies, including, but, not limited to, the relative costs, burdens, time and effort necessarily expended by the County and such governments and agencies in securing satisfactory performance and resolving claims;
 - e. the previous and existing compliance by the Proposer with laws relating to public contracts or services, including, but not limited to, minority and women business enterprise and equal employment opportunity requirements;
 - f. the history of the Proposer in filing claims and litigation on prior projects involving the County or on other public or private projects; and
 - g. such other information as may be secured having a bearing on the decision to award the contract.

Proposers shall furnish acceptable evidence of the Proposer's ability to perform, such as firm commitments by subcontractors, equipment, supplies and facilities, and the Proposer's ability to obtain the necessary personnel, when requested by the County. Refusal to provide such information when requested will cause the Proposal to be rejected.

C. Financial Resources

Submit proof of adequate financial resources which would be available to the Proposer for the prosecution and completion of the work as required. When requested, the required financial information shall include:

1. audited financial statements such as balance sheets, statements of income, statements of cash flow and stockholders' equity for each of the three most recently completed fiscal years, including notes to financial statements, independent accountants' reports and annual reports to stockholders;
2. documentation of an open line of credit or other arrangement with an established bank under which adequate financing would be available for prosecution and completion of the work called for hereunder;
3. certification by the principal financial officer of or an independent accountant for the Proposer, stating that the Proposer has adequate financial resources for the prosecution and completion of the work called for hereunder; and
4. the names, addresses and telephone numbers of at least one contact in the company's principal financial or banking organization and its independent auditor.

The PET may find that the Proposer appears fully qualified to perform the contract or it may require additional information or actions from the Proposer. In the event the PET determines that there are problems of such a nature or magnitude that it is advantageous to the County to bypass the highest scored Proposal, the PET shall evaluate the qualifications of the next ranked Proposer for award of the contract. A Proposer bypassed for award by the PET for whatever reason shall have no claim for costs incurred including, but not limited to, presentation costs, Proposal preparation, the cost of providing additional information requested, or modification made either to its Proposal or internal structure or systems of the Proposer or its organization.

D. Financial Reporting

The Proposer shall provide a current copy of its Dun and Bradstreet report if requested by the County.

2-5 Scoring and Evaluation Criteria

Each Proposal has a total possible score of 1,000 points for written RFP with the points assigned as follows:

	(Number)	(Title)	(Score)
Subsection	7	Functional System Requirements	550 points
Subsection	8	Management Capability	250 points
Subsection	9	Cost	200 points

The PET will score each Proposal on the completeness and adequacy of the Proposer's responses and on additional available relevant information. The criteria , listed in descending order of importance, used by the PET in evaluation of proposals shall include the following:

A. Functional System Requirements

Proposals will be evaluated on their responses to questions in section 7. Please review county technical specifications in section 6. Make sure to include a detailed implementation project plan, with milestone schedule and data conversion plan as stated in Section 7-6.

B. Management Capability

Proposals will be evaluated on their management and company's ability to be able to survive and succeed in the market place and keep their product supported and improving in the future.

C. Technical Requirements

Proposals will be evaluated on their ability to support the technical environment presented in Section 7 Functional System Requirements.

D. Costs

The total costs of a fully implemented and operational system will be evaluated and related to the total costs of the alternative systems. see Section 9, System, Service and Support Pricing.

E. Competitive Range

The firms remaining in the competitive range may be invited to participate in additional evaluations, testing, best and final offer and negotiations. We will evaluate the written proposals and invite the top respondents to make presentations to the evaluation committee, most likely in Seattle.

2-6 Negotiations

The County may enter negotiations with one or more Proposers to finalize contract terms and conditions. In the event negotiations are not successful, the County may initiate negotiations with the next ranking Proposers or reject Proposals.

Negotiation of a contract will be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed contract.

2-7 Contract Award

Contract award, if any, will be made by the County to the responsible Proposer whose Proposal meets the requirements of the RFP, and will be the most advantageous to the County with respect to price, quality and other factors as evaluated by the County. The County is not required to award a contract to the Proposer offering the lowest price. The County shall have no obligations until a contract is signed between the Proposer and the County. The County reserves the right to award one or more contracts as it determines to be in its best interest. The County also may decide to purchase separate systems for its property/casualty and workers' compensation CMIS needs.

2-8 Insurance Requirements

The Proposer to whom the County awards a contract pursuant to this RFP shall file with the County evidence of insurance from insurer(s) satisfactory to the County certifying to the coverages of insurance

set forth in this RFP. Such evidence of insurance shall be submitted within ten calendar days of receipt of a written request from the County.

Failure by the Proposer to submit satisfactory evidence of insurance shall result in rejection of the Proposal.

2-9 Execution of Contract and Notice to Proceed

The Proposer to whom the County intends to award the contract shall sign an Agreement and return it to the County. Upon authorization by the County Executive, or designee, a contract will be issued. Upon receipt by King County of any required documentation and submittals by the Proposer, a Notice to Proceed may be issued, if appropriate.

2-10 Public Disclosure of Proposals

Proposals submitted under this RFP shall be considered public documents and with limited exceptions Proposals which are recommended for contract award will be available for inspection and copying by the public.

If a Proposer considers any portion of its Proposal to be protected under the law, the Proposer shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer five (5) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portions of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

2-11 M/WBE Participation

Identify work contained in your proposal that you will direct to Washington State Certified M/WBE's. For each M/WBE identified in your utilization, present the work and value of work you will commit to.

For each certified M/WBE, present the following:

- Company name
- Address
- Phone and Fax numbers
- Purpose of relationship
- Type of relationship
- Duration of relationship
- Describe the type and amount of work

The 70 rating points available under the evaluation section of this RFP will be awarded based on the responses to this section.

SECTION 3 - STANDARD CONTRACTUAL TERMS AND CONDITIONS

3-1 Administration

This contract is between the County and the Contractor who will be responsible for providing the goods and/or performing the services described herein. The County is not party to defining the division of work between the Contractor and its subcontractors, if any, and the specifications have not been written with this intent.

The Contractor represents that it has or will obtain all personnel and equipment required to perform hereunder. Such personnel shall not be current or former employees of the County. Any current or former County employee who is involved, or becomes involved, in the performance of the contract must be disclosed according to Attachment G; and the County will determine whether conflicts of interest or ethical violations exist under the circumstances.

The Contractor's performance under this contract may be monitored and reviewed by a contract administrator appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the contract administrator. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this contract shall be addressed to the contract administrator for response.

This contract is for official use only by the County. No other use of this contract and/or the terms and conditions thereof, is authorized.

3-2 Change Orders

The Buyer may, at any time, without notice to the sureties, by written order, make any change in the work within the scope of this contract. No oral order or conduct by the County will constitute a change order unless confirmed in writing by the County.

If any change order causes an increase or decrease in the cost of, or the time required for performance of any part of the work under this contract, an equitable adjustment in the contract price, the delivery schedule, or both shall be made and the contract modified in writing accordingly. Every change order may require a cost/price analysis to determine the reasonableness of the proposed change.

The Contractor must assert its right to an adjustment under this clause within 5 calendar days after receipt of a written change order from the County. Upon request from the Contractor, the County may extend the 5 day period. The request for equitable adjustment must be in writing and state the general nature and monetary extent of the claim. The County may require additional supporting documents and cost or price analysis to determine the validity of the claim.

No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this contract. No claim will be allowed for any costs incurred more than ten days before the Contractor gives written notice, as required in this section.

All change orders shall be implemented in accordance with the Minority/Women Business Enterprise (M/WBE) compliance provisions herein.

3-3 Cost/Price Analysis

Cost/price analysis will be required by the County for the evaluation of proposals, best and final offers, negotiations, change orders, terminations, revisions to contract requirements or other circumstances as determined by the Buyer.

Cost analysis and price analysis are generally described but not limited by the following:

A. Price Analysis

Price analysis means the process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit.

B. Cost Analysis

Cost analysis means the review and evaluation of the separate cost elements and proposed profit of the Vendor's cost or pricing data. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which the proposed costs represent what the contract should cost, assuming reasonable economy and efficiency. Cost analysis may require an on-site visit by the County designee to review company books and records.

3-4 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

The County for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination, and except as directed by the contract administrator, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor shall be paid its costs, including necessary and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor will account for the same and dispose of it in the manner the County directs. All termination payment requests are subject to cost/price analysis to determine reasonableness and compliance with the contract; the contract termination agreement, applicable laws and regulations.

B. Termination for Default

In addition to termination for convenience, if the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services and the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other material provisions of the contract, the County may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination; provided that the Contractor shall have ten (10) calendar days to cure the default. The Contractor will only be paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the County caused by such default. All termination payment requests are subject to cost/price analysis to determine reasonableness and compliance with the contract; the contract termination agreement, applicable laws and regulations.

The termination of this contract shall in no way relieve the Contractor from any of its obligations under this contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part. Such termination shall be in addition to the county's rights to terminate for convenience or default.

In accordance with Ordinance 12045, Section 23, payment shall not exceed the appropriation for the year in which termination is effected. If the Contract is terminated for non-appropriation:

1. The County will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and
2. The Contractor shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination.

Funding under this contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this contract. Should such an appropriation not be approved, the contract will terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

3-5 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, strikes and any other industrial, civil or public disturbances, causing the inability to perform the requirements of this contract. If any party is rendered unable, wholly or in part, by act of nature or any other cause not reasonably within such party's control, to perform or comply with any obligation or condition of this contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then King County shall be entitled to exercise any remedies otherwise provided for in this contract, including Termination for Default.

3-6 Payment

The payment schedule is tied to the implementation plan. Payments are made based on delivery items or achievement milestones.

Important -- The County requires one invoice per requisition for payment processing. All invoices must include the following information: contract number, requester's name and phone number, date of invoice, invoice number, requisition number, and total price for invoice. For each item purchased indicate quantity, description, part number, model and serial number; where applicable, item price and total price for the item and/or for services identify hourly rates, hours worked, total hours or related fees. Failure to comply with this requirement may delay payment.

3-7 Payment Procedures

Within thirty (30) calendar days after receipt of an invoice, the County will pay the Contractor for authorized goods and/or services satisfactorily delivered or performed. Acceptance of such payment by the Contractor shall constitute full compensation for all supervision, labor, supplies, materials, work, equipment and the use thereof, and for all other necessary expenses, incurred by the Contractor.

3-8 Work and Materials Omitted

The Contractor shall, when ordered in writing by the County, omit goods and/or services to be furnished under this contract, and the value of the omitted work and material will be deducted from the purchase price. The value of omitted work, services and material will be a lump sum or unit price, mutually agreed upon in writing by the Contractor and the County. If the parties cannot agree on an appropriate deduction, the County reserves the right to issue a unilateral change order adjusting the price and the Project Implementation Schedule.

3-9 Charges to Contractor

Charges which are the obligation of the Contractor under the terms of the contract shall be paid by the Contractor to the County on demand and may be deducted by the County from any money due or to become due to the Contractor under the contract and may be recovered by the County from the Contractor.

3-10 Washington State Sales Tax

The County will make payment directly to the State for all applicable State sales taxes in case the Contractor is not registered for payment of sales taxes in the State of Washington. If the Contractor is so registered, it shall add the sales tax to each invoice and upon receipt of payment from the County, promptly remit appropriate amounts to the State of Washington.

3-11 Taxes, Licenses, and Certificate Requirements

This contract and any of the services or supplies provided hereunder are contingent and expressly conditioned upon the ability of the Contractor to provide the specified service or supplies consistent with federal, state and local law and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor shall maintain and be liable for all taxes, fees, licenses and costs as may be required by federal, state and local laws and regulations for the conduct of business by the Contractor and any subcontractors and shall secure and maintain such licenses and permits as may be required to provide the services or supplies under this contract.

3-12 Price Warranty

The Contractor warrants that the prices charged the County do not exceed the prices charged by the Contractor to any other customer purchasing the same product or service in like or similar quantities, and under similar terms and conditions.

3-13 Defective Work, Materials or Services

Prior to final acceptance hereunder, when and as often as the County determines that the work, materials or services furnished under the contract are not fully and completely in accordance with any requirement of the contract, it may give notice and description of such non-compliance to the Contractor. Within seven (7) calendar days of receiving such written notification, the Contractor must supply the County with a written detailed plan which indicates the time and methods needed to bring the work, materials or services within acceptable limits of the specifications. The County may reject or accept this plan at its discretion. In the event this plan is rejected, the work, materials or services will be deemed not accepted and returned to the Contractor at the Contractor's expense. This procedure to remedy defects is not

intended to limit or preclude any other remedies available to the County by law, including those available under the Uniform Commercial Code, Title 62A RCW.

3-14 No Waiver of Warranties and Contract Rights

Conducting of tests and inspections, review of specifications or plans, payment for a product or service, or acceptance of a product or service by the County shall not constitute a waiver, modification or exclusion of any express or implied warranty or any right under this contract or in law.

3-15 Assignment

The Contractor shall not assign any interest, obligation or benefit under or in this contract or transfer any interest in the same, whether by assignment or notation, without prior written consent of the County. If assignment is approved, this contract shall be binding upon and inure to the benefit of the successor/party.

3-16 Indemnification

Contractor agrees to indemnify, hold harmless and defend the County, including its officers, agents and employees from and against any and all suits, claims, actions, losses, costs, penalties and damages or whatsoever kind of nature arising out of, in connection with, or incident to the Software or Services provided herein, including but not limited to violation of trade secret rights, proprietary information, trademark, copyright or patent rights in connection with the licensing of the Software. Contractor shall assume the defense of King County and its officers and employees in all legal or claim proceedings arising out of, in connection with or incident to the Software or Services provided herein; shall pay all defense expenses, including reasonable attorney fees, expert fees and costs incurred by King County on account of such litigation or claims, and shall satisfy any judgment rendered in connection therewith or pay or reimburse King County for the payment of any sums reasonable to settle such litigation or claims. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney fees shall be allowed to the prevailing party.

3-17 Applicable Law and Forum

Except as hereinafter specifically provided, this contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any suit arising here from shall be brought in the King County Superior Court, which forum shall have sole and exclusive jurisdiction and venue.

3-18 Affirmative Action Requirements (Equal Employment Opportunity)

A. Nondiscrimination - General

1. King County Code Chapters 12.16 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract. Failure by the Contractor to comply with any requirements of these Chapters shall be a material breach of contract.
2. No contractor, subcontractor, or union doing business with the County or a County contractor who furnishes workers or services in connection therewith, shall discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation, or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person in employment, and no such contractor, subcontractor, or union shall violate the terms of RCW Chapter 49.60, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state or local law or regulation regarding nondiscrimination in employment. These provisions shall apply to

all contractors, subcontractors, or unions doing business with or furnishing workers or services to the county, except other governments.

B. Employment Practices

1. During performance of this Contract, the Contractor agrees that it will not engage in unfair employment practices as defined by King County Code, Chapter 12.18. The Contractor agrees that it shall not discriminate against, nor tolerate harassment of, any employee or applicant for employment because of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation, or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person. The Contractor will take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person. Such affirmative action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
2. The Contractor will, prior to commencement and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Contractor in implementing the terms of this provision, and will permit access by the County to the Contractor's records of employment, employment advertisements, application forms, other pertinent data and records for the purpose of monitoring and investigation to determine compliance with this contract.
3. The Contractor will implement and carry out the obligation contained in its Affidavit and Certificate of Compliance, Attachment E, submitted as part of its commitment to perform the work under this Contract. Failure to implement and carry out such obligations in good faith may be considered by the County a material breach of this Contract and may be grounds for cancellation, termination, or suspension of the Contract, withholding payment, or invoking the enforcement provisions of King County Code Chapter 12.16 which provides for penalties, liquidated damages, or other remedies. The Contractor shall require that Affidavits in the form of those required by the County from the Contractor be submitted by its subcontractors and that substantially the foregoing provisions be contained in all such subcontracts.

C. Compliance with Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act

1. As required by King County Code Chapter 12.16, all contractors (except those directly selling goods) entering into contracts with King County shall provide the County with assurance of their compliance with the provisions of Section 504 of the Federal Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990. The Contractor shall complete and maintain in its office a Section 504 self evaluation and corrective action plan. An assurance of compliance, contained in the corrective action plan, must be signed, notarized and submitted to the County before the Contract will be signed by the County.
2. In addition to the general prohibition against discrimination stated above, the following nondiscrimination provisions relating to employment of persons with disabilities shall

apply to contractors, subcontractors, or unions doing business with or furnishing workers or services to the County:

A. Reasonable accommodation.

The Contractor shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified disabled applicant or employee unless the Contractor can demonstrate that the accommodation would impair or cause undue hardship on the operation of the Contractor's business.

B. Pre-employment inquiries.

The Contractor may not conduct a pre-employment medical examination or make a pre-employment inquiry as to whether an applicant is a disabled person or as to the nature or severity of a disability. The Contractor may, however, make pre-employment inquiry into an applicant's ability to perform job-related functions. Nothing in this section shall prohibit the Contractor from conditioning an offer of employment on the results of a medical examination prior to initiation of the employment, if all entering employees are subjected to such an examination regardless of disability.

3-19 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest

The Contractor, by entering into this contract with the County to perform or provide work, services or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services or materials required to be performed and/or provided under this contract and that it shall not employ any person or agent having any such interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the County and take action immediately to eliminate the conflict or to withdraw from this contract, as the County may require.

B. Contingent Fees and Gratuities

The Contractor, by entering into this contract with the County to perform or provide work, services or material, has thereby covenanted:

1. No person or selling agency except bona fide employees or designated agents or representatives of the Contractor has been or will be employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

3-20 Disputes, Claims and Appeals

The Contractor shall address questions or claims regarding meaning and intent of the contract or arising from this contract in writing to the buyer, within ten (10) calendar days of the date in which the

Contractor knows or should know of the question or claim. The buyer will ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth day following receipt by the buyer.

In the event the Contractor disagrees with any determination or decision of the buyer, the Contractor may, within five (5) calendar days of the date of such determination or decision, appeal the determination or decision in writing to the Procurement Division Manager. Such written notice of appeal shall include all documents and other information necessary to substantiate the appeal. The Procurement Division Manager will review the appeal and transmit a decision or determination in writing. The decision will be considered final. Appeal to the Procurement Division Manager shall be a condition precedent to litigation hereunder.

All claims, counterclaims, disputes and other matters in question between the County and the Contractor that are not resolved between the Procurement Division Manager and the Contractor or through alternative dispute resolution will be decided in the Superior Court of King County, Washington, which shall have exclusive jurisdiction and venue over all matters in question between the County and the Contractor. Mediation or arbitration are not mandatory prerequisites to filing a lawsuit.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the direction of the Buyer. Failure to comply precisely with the time deadlines under this paragraph as to any claim shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the County.

3-21 Mediation and Arbitration

If a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing in this paragraph precludes any party from seeking relief from King County Superior Court.

3-22 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

1. The Contractor shall maintain books, records and documents of its performance under this contract in accordance with generally accepted accounting principles. The Contractor shall maintain and retain for a period of not less than three years after the date of final acceptance of contract work and all other pending matters are closed; all financial information, data and records used to prepare and support the Contractor's final proposal for this contract and invoicing for supplies or services and any payments resulting from change orders or claims. In addition, the Contractor shall maintain the financial information used in the preparation or support of any change orders or claims.
2. The Contractor shall ensure that its subcontractors and suppliers maintain and retain for no less than three years all records pertaining to the performance by the subcontractors and suppliers of their portions of the work under this contract.

B. Audit Access

1. The County and its authorized representatives and designees shall have access to all records maintained and retained by the Contractor and its subcontractors for the purpose of inspection, cost/price analysis, audit or other reasonable purposes related to this

contract. The County and its representatives and designees shall have access to records and be able to copy such records during the Contractor's normal business hours. The Contractor shall provide proper facilities for such access, inspection and copying.

2. Audits may be conducted during or after the contract period for purposes of evaluating claims by or payments to the Contractor and for any other reason deemed appropriate and necessary by the County. Audits will be conducted by auditors selected and paid for by the County. Audits shall be conducted in accordance with generally accepted auditing standards and/or audit procedure and guidelines of the County. The Contractor shall fully cooperate with the County or its auditor(s) during audits and inspections, and provide all requested documentation.
3. If an audit is commenced more than sixty (60) days after the date of final acceptance of contract work, the County will give reasonable notice to the Contractor of the date on which the audit will begin.
4. The Contractor shall maintain records relating to the pricing of spare parts. The County will have access to such records for audit purposes. The Contractor may be required to sign a "Certificate of Current Cost or Pricing Data."

C. Proof of Compliance with Contract

The Contractor shall, at any time when requested, submit to the County properly authenticated documents or other satisfactory proofs as to the Contractor's compliance with such requirements.

In addition, the Contractor will permit the County, and if federally funded, the FTA and the Comptroller General of the United States, or a duly authorized representative, to inspect all work, materials, payrolls and other data and records involving the contract.

3-23 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this contract if formally requested and approved by the Buyer. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies. A formal cooperative purchasing agreement will be executed.

3-24 Recycled Products Policy

The County promotes the purchase and utilization of recycled material and products where available. Recycled material means material and byproducts which have been recovered or diverted from solid waste disposal for the purpose of recycling. It does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the event of similar pricing, availability and other factors affecting the solicitation, preference may be given to products containing recycled material.

The Contractor shall, when requested by the contract administrator, provide documentation indicating the recycled materials used and their proportion of the total value of the end product. Where recycled materials were available but non-recycled materials were actually used, in whole or in part, the Contractor shall furnish the content by price/volume of recycled and non-recycled material used, and shall furnish an explanation of the reason that recycled materials were not used.

SECTION 4 - SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

4-1 Contract Documents and Precedence

The documents constituting the contract between the County and the Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they shall take precedence in the following order: Change Orders; then as listed on Attachment M "Agreement".

4-2 Contract Period

The period of this contract shall be one (1) year, commencing on the date of execution of this contract. Upon written notice by King County, this contract may be extended for four (4) additional one year periods. During extension periods, all terms and conditions of this contract shall remain in effect except those amended for the extension period. The maximum term for this contract, consisting of the base period plus extensions, is five (5) years).

4-3 Shipping Charges

All prices shall include freight FOB to the designated delivery point. Requests for additional compensation for freight charges will be rejected by the County.

4-4 Direct Costs Related to Additional Work

Direct costs shall be billed at cost without markup, as noted below:

- A. The maximum mileage rate allowed by the Internal Revenue Code will be paid for the operation, maintenance and depreciation of company or individually owned vehicles for that portion of time they are used for project work.
- B. Reimbursement for meals shall be in accordance with the Runzheimer meal lodging cost index and King County's per diem rates.
- C. Accommodations shall be at a reasonably priced hotel/motel, at a rate not to exceed the available government rate.
- D. Air travel shall be by coach class at the lowest price available.
- E. Cost for equipment, materials and supplies, such as approved equipment rental; telephone, telegraph and cable expenses; reproduction costs including blueprinting, photographing, telecopying, mimeographing, photocopying and printing; express charges; commercial printing, binding, art work and models; and, computer programming and keypunching costs shall be billed without markup.
- F. Authorized subcontract services; provided that the limitations set forth in the above paragraphs shall be applicable to such subcontract services.
- G. Other direct costs, not listed above, may be billed if the County has given prior approval.

4-5 Guarantee/Warranty

The Contractor guarantees the goods and services furnished under this contract will be free from defects in material and workmanship, and will conform with all requirements of this contract, for a period of one (1) year from date of final acceptance of such goods and/or services by the County. The Contractor is responsible for all costs of replacement, including shipping charges, for goods or services found defective within that period, regardless of who actually corrects the defect.

The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect with thirty (30) calendar days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case, the County will charge-back the cost for such warranty repair to the Contractor.

The Contractor shall ensure that the warranty requirements of this contract are enforceable through and against the Contractor's suppliers, vendors, distributors and subcontractors. The Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to the County by the Contractor and those extended to the Contractor by its suppliers, vendors, distributors and subcontractors. Such inconsistency or difference will not excuse the Contractor's full compliance with its obligations under this contract.

The Contractor, upon notice of award of the contract, shall promptly provide to the County complete copies of all written warranties or guarantees and/or documentation of any other arrangement relating to such warranties or guarantees extended to the Contractor by the Contractor's suppliers, vendors, distributors and subcontractors covering parts, components, subcomponents and systems procured through this contract. The Contractor shall cooperate with the County in facilitating warranty related work by such suppliers, vendors, distributors and subcontractors.

If the original parts or equipment manufacturer provides a warranty that is greater in scope or duration than the Contractor's warranty to the County, the County shall receive the increased warranty benefits.

The termination of this contract shall in no way relieve the Contractor from its warranty/guarantee responsibility.

Any goods or services corrected shall be subject to this clause to the same extent as the goods or services initially provided.

This guarantee shall be in addition to any other express warranties or any implied warranties or remedies provided by this contract or by law, and in addition to any other rights or remedies available to the County under this contract or by law. No provision in this section shall be construed to limit the liability of the Contractor for work not done in accordance with the contract. The liability for such failure to perform shall extend as far as the appropriate periods of limitation provided by law.

The Contractor shall ensure the County receives warranty related work from its suppliers, distributors, proposers and subcontractors.

4-6 Hazardous Chemical Communication

In order to comply with WAC 296-62-054, Hazard Communication, the Contractor shall submit with the Bid a Material Safety Data Sheet (MSDS) for all products containing any toxic products that may be harmful to the end user. The MSDS Sheet is to accompany the toxic product(s) to the specified delivery sites.

Include the following information in the MSDS:

- A. Chemical Abstract Service (CAS) numbers for every chemical that is listed in the MSDS.
- B. If the product is actually used diluted, the dilution rate should be so stated in the MSDS and the hazards and corresponding personal protection, etc. also be listed.
- C. A statement as to the intended use of the product.

4-7 Industrial and Hazardous Waste

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to a public sewer, private sewer, or side sewer tributary to the metropolitan sewerage system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

4-8 Prohibition on Asbestos-Containing Products

Asbestos-containing products shall not be provided to the County under this contract, unless no practicable alternative for the asbestos-containing product exists and the Contractor obtains the written consent of the County. The Contractor shall notify the County in writing at least 60 days before it plans to supply the County with an asbestos-containing product. The County shall respond to such notification within 30 days of receipt. The Contractor shall comply with applicable state, federal and local labeling and other laws, regulations and ordinances pertaining to asbestos-containing products, including, but not limited to, the State of Washington Industrial Safety and Health Act and the federal Occupational Safety and Health Act.

4-9 Patents, Copyrights and Rights in Data

Any patentable result or materials suitable for copyright arising out of this contract shall be owned and retained by the County. The County in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Contractor agrees that the ownership of any plans, drawing, designs, specifications, computer programs, technical reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County.

All such Subject Data furnished by the Contractor pursuant to this contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page (or in such case of maps, in the name block) as may be requested by the County. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

The Contractor shall ensure that the substance of foregoing paragraphs are included in each subcontract for the work under this contract.

4-10 Patents and Royalties

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any patented invention, article, process or method that may be used in performing this contract or with the completed work. The Contractor and the Contractor's sureties shall indemnify and hold the County, together with its officers and employees, harmless against any and all demands made for such fees, royalties or claims brought or made by the holder of any invention or patent. Before final payment is made on the account of this contract, the Contractor shall, if requested by the County, furnish acceptable proof of a proper release from all such fees or claims.

Should the Contractor, its agent, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material, computer programs or equipment supplied or required to be supplied or used under the contract, the Contractor shall notify the County in writing and promptly substitute other articles, materials, computer programs or equipment in lieu thereof of equal efficiency, quality, finish, suitability and market value, and satisfactory in all respects to the County.

4-11 Product Return

King County reserves the right to return to the Contractor, those parts and supplies determined to be surplus and no longer required by the County.

Parts and supplies eligible for return to the Contractor shall have been purchased for inventory or as spares, be unused, and in the same general condition as when received. King County must advise the contractor in writing of its intention to return any parts and supplies before the contract closes.

This subsection does not apply to any merchandise made to order for King County.

4-12 Design Defects

The County will declare a design defect in the event that twenty percent (20%) of the items purchased under this contract fail for the same failure. The County will notify the Contractor of the defect in writing; the Contractor shall provide a modification, redesign or a plan to correct the defect within 10 calendar days of receipt of the notification.

The warranty period and terms for corrected items shall be the same as for the initial items purchased under this contract.

In the event that during the warranty period repairs or modifications made necessary by design defects are not completed due to the lack of material or the inability to provide the proper repair, the extended period of the lack of correction shall not be considered in computing the warranty end date. The same warranty will remain in effect until a correction is implemented. Warranty on items determined to be design defects shall be extended for the time and/or miles of the original warranty. This extended warranty shall begin on the repair/replacement date of the redesign or modification for any corrected failures.

4-13 Other Warranties

A. Software. Licensor warrants that on the Acceptance Date, the Software furnished hereunder shall be free from significant programming errors and from defects in workmanship and materials and shall operate and conform to the performance capabilities, specifications, functions and other descriptions and standards as identified in this contract, and all supplemental information provided by Licensor.

B. Services. Licensor warrants that the Services shall be performed in a timely and professional

manner by qualified professional personnel; and that the Services and Software shall conform to the standards generally observed in the industry for similar Services and Software.

- C. Licensor warrants that it has full power and authority to grant the rights by Licensor to the County with respect to the Software without the consent of any other person.
- D. Licensor warrants that use of the Software and Services, including copying, will not in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure or other right of any third party.
- E. Licensor warrants that the Software, its License to the County, and the performance by Licensor of the Services, shall be in compliance with all applicable laws, rules and regulations.
- F. If at any time during the twelve (12) month period immediately following the Acceptance Date, Licensor or the County shall discover one or more defects or errors in the Software or any other aspect in which the Software fails to meet the provisions of the warranty requirements herein, or the Scope of Work, Licensor shall, at its own expense, promptly correct the defect, error or nonconformity by, among other things, making additions, modifications or adjustments to the Software as may be necessary to keep the Software in operating order in conformity with the warranties herein.
- G. Licensor warrants the tapes, diskettes or other media delivered to the County to be free of defects in materials and workmanship under normal use for thirty (30) days from the date of receipt by the County. During the thirty (30) day period, the County may return defective media to Licensor and it will be replaced without charge to the County.
- H. In the event that the Software and/or Documentation are held to be infringing or the Licensor believes the Software and/or Documentation are believed to be infringing, Licensor shall at its sole expense resolve the infringement in a manner agreed to by the County using one of the following methods: a) modify the Software and/or Documentation so that it is non-infringing; b) obtain a license for the County to continue using the Software and/or Documentation; c) substitute the Software and/or Documentation with other Software and/or Documentation reasonably suitable to the County; or d) terminate the license for infringing Software and/or Documentation and refund the license fees and all other contract costs and fees paid for the infringing products.
- I. Licensor warrants that the Software provided is free from intentional viruses, other intentional programming defects or intentional programming defects which is intended to coerce County to perform this agreement.
- J. Licensor warrants that future maintenance or software releases shall not degrade the Software, cause a breach of any other warranty or require the County to purchase new or additional hardware or software for continued operation of the Software.
- K. The Contractor warrants functionality and represents that the unmodified configuration identified in the contract document has been specifically selected and designed for the County as being an operationally efficient integration of hardware, software and services.
- L. Year 2000 compliant product. The Contractor represents and warrants that the software is Year 2000 compliant as defined in the Definition of Words and Terms and in subsection 3-11 herein. Without waiving the definition of Year 2000 compliant, the Contractor represents and warrants that: 1) The software will function without error or interruption related to date data, including errors or interruptions from functions which may involve date data from more than one Year 2000; 2) The software requires that all date data, whether received from users, systems,

applications or other sources, include and indicate a Year 2000; 3) All date output and results, in any form, shall include and indicate the Year 2000.

4-14 Escrow Agreement

The Contractor shall deposit a copy of the current version of all licensed program source code into an escrow account. The independent escrow agent shall furnish the County with a copy of the escrowed materials if any one of the following conditions should occur:

- A. The making by the Contractor of a general assignment for the benefit of creditors.
- B. The filing by the Contractor for corporate dissolution for purposes other than reconstruction or amalgamation.
- C. The filing by another party for an involuntary dissolution of the Contractor.
- D. If, for any reason, the Contractor has not provided and is either unable or unwilling to provide warranty work as outlined in this Contract or software maintenance in any subsequent maintenance agreement during the license term, and the County's use of the licensed program is materially impaired.

As an alternative to an escrow agreement for the source code, the source code could be purchased.

Any escrowed material furnished under this provision shall be considered licensed, subject to the terms of this agreement, and shall be used solely to maintain the program. Contractor shall cover the escrow set-up costs and annual escrow fee until the end of the technical support period, after which the County shall pay the annual escrow fee and escrow termination fee under a separate agreement.

4-15 Bug Status Reports

The Contractor shall provide to the County Bug Status Reports specifying all known outstanding bugs in the current version of the software.

4-16 New Versions of Software

As long as the County has a technical support agreement for the software, the Contractor shall notify the County of the availability of newer versions of the software and within 30 days supply the County with this new version. The new version will be provided to the County without charge. The Contractor shall provide free updated documentation in the form of new revision manuals or changed pages to current manuals consistent with the original documentation supplied and reflecting the changes included in the new version of the software. The Contractor shall also provide free installation instructions, procedures and any installation program required by the installation.

4-17 Year 2000 Capability

The Contractor fully and unconditionally warrants that all computer hardware and/or software provided to King County under this contract is year 2000 (century) compliant.

4-18 Nondisclosure of Data

Data provided by King County either before or after contract award shall only be used for its intended purpose. Proposers, vendors, contractors and subcontractors shall not utilize nor distribute the King County data in any form without the express approval of King County.

4-19 Final Acceptance

King County shall give final acceptance of software, customization, and services following the contractor's completion of all such work in accordance with the contract and after thirty (30) calendar days of continuous successful and error-free operation of the software on the County's production environment.

If the software, customizations, or services are deemed unacceptable by King County, the County shall notify the Contractor within ten (10) calendar days following such operation period. The contractor will correct or replace unacceptable software, customizations, or services within a mutually agreed upon time period with no charge to King County. Another thirty (30) calendar day successful operation period will follow any corrections or replacements.

If the Contractor does not correct or replace the unacceptable software, customizations, or services, or such software, customizations or services are deemed unacceptable by King County, the County may, at its option, return the unacceptable software, customizations, and documentation with a description of why it is unacceptable to the contractor. The Contractor shall refund any amounts paid for such software, customizations and services.

4-20 Software and Services Warranties

- A. Programs are warranted by the Contractor from the date of final acceptance by King County against all latent defects for the period of one year. High priority support will be provided to King County by the Contractor during the first year of operation. During this period, any error discovered by King County will be repaired by the Contractor within three days after receipt of notification of the error(s) with no charge to King County. With King County's concurrence, a temporary, by-pass around the problem may be installed until a permanent repair can be installed within a reasonable time. The Software Warranty will include all provisions of the yearly technical support services.
- B. Services. Licensor warrants that the Services shall be performed in a timely and professional manner by qualified professional personnel; and that the Services and Software shall conform to the standards generally observed in the industry for similar Services and Software.
- C. Licensor warrants that it has full power and authority to grant the rights by Licensor to the County with respect to the Software without the consent of any other person.
- D. Licensor warrants that performance of the Services by Licensor and the License to the County to use the Software and Services, including copying, will not in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure or other right of any third party.
- E. Licensor warrants that the Software, its License to and use by the County, and the performance by Licensor of the Services, shall be in compliance with all applicable laws, rules and regulations.
- F. If at any time during the twelve (12) month period immediately following the Acceptance Date, Licensor or the County shall discover one or more defects or errors in the Software or any other aspect in which the Software fails to meet the provisions of the warranty requirements herein, or the Scope of Work, Licensor shall, at its own expense, promptly correct the defect, error or nonconformity by, among other things, making additions, modifications or adjustments to the Software as may be necessary to keep the Software in operating order in conformity with the warranties herein.

- G. Licensor warrants the tapes, diskettes or other media delivered to the County to be free of defects in materials and workmanship under normal use for thirty (30) calendar days from the date of receipt by the County. During the thirty (30) calendar day period, the County may return defective media to Licensor and it will be replaced without charge to the County.
- H. In the event that the Software and/or Documentation are held to be infringing or the Licensor believes the Software and/or Documentation are believed to be infringing, Licensor shall at its sole expense resolve the infringement in a manner agreed to by the County using one of the following methods: a) modify the Software and/or Documentation so that it is non-infringing; b) obtain a license for the County to continue using the Software and/or Documentation; c) substitute the Software and/or Documentation with other Software and/or Documentation reasonably suitable to the County; or d) terminate the license for infringing Software and/or Documentation and refund the license fees and all other contract costs and fees paid for the infringing products.

4-21 System Compatibility

The Contractor shall be responsible for the procurement of and software components of the system. The Contractor will be responsible for the whole system integration and guarantees the functionality of the integrated system as a whole. This provision will constitute an express warranty on the part of the Contractor.

A. Guarantee of Functionality

Functionality shall mean that the configuration as specified by the Contractor, i.e., software, software updates, hardware, specifications of the communications network from the hardware up to the modems, and services shall operate together efficiently in light of industry standards, so long as the system is maintained in accordance with the manufacturer's specifications. The Contractor warrants and represents that the unmodified configuration identified in the contract document has been specifically selected and designed for the County as being an operationally efficient integration of hardware, software, communications network and services, in light of the County's current identified specifications and projected expansion.

B. Guarantee of System Integration.

System integration means the installation and operation of all hardware, software and communications components so that they function in an operational environment and in conjunction with each other. By executing this Agreement, the Contractor acknowledges its commitment to successful integration of hardware/software/communications capabilities and warrants that the capabilities being supplied under this contract will be successfully integrated, provided that, the communications network supplied and installed by any third party shall conform to the County's and Contractor's specifications and industry standards and is fully operational. The Contractor guarantees the integration of the System as specified however, third party contractors remain ultimately liable for the installation and operation of the local-area and wide-area communications networks.

The Contractor shall coordinate the resolution of the problems with the hardware or software supplied under this Agreement which arise upon delivery or at any time during the warranty or maintenance periods contained in this or other agreements between the parties. Problems shall be resolved by the Contractor to the County's satisfaction and in accordance with the published specifications.

SECTION 5 - INSURANCE REQUIREMENTS

5-1 Evidence and Cancellation of Insurance

- A. Prior to execution of the contract, the Contractor shall file with the County certificates of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that King County receives notice at least 45 days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Contractor shall, upon demand of King County, deliver to King County all such policies of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.

Failure to provide such insurance in a time-frame acceptable to King County shall enable King County to suspend or terminate the Contractor's work hereunder in accordance with contract provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this contract shall not relieve the Contractor from its insurance obligations hereunder.

5-2 Insurance Requirements

- A. The Contractor shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, King County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

For all coverages:

Each insurance policy shall be written on an "occurrence" form.

- B. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1. General Liability

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY.

- 2. Workers' Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" State Law.

- 3. Employers Liability or "Stop Gap":

The protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general Liability policy.

C. Minimum Limits of Insurance

The contractor shall maintain limits no less than, for:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Workers' Compensation: Statutory requirements of the State of residency.
3. Employers Liability Stop Gap: \$1,000,000.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the contractor's liability to the County and shall be the sole responsibility of the contractor.

E. Other Insurance Provisions

The insurance policies required in this contract are to contain, or be endorsed to contain the following provisions:

1. General Liability Policy:
 - a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the contractor in connection with this contract.
 - b. To the extent of the contractor's negligence, the contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the insurance or benefit the contractor in any way.
 - c. The contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

F. Acceptability of Insurers

Unless otherwise approved by the County:

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time one of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. Subcontractors

The contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this contract shall be subject to all of the requirements stated herein.

H. Work Site Safety

The Contractor shall have the “right to control” and bear the sole responsibility for the job site conditions, and job site safety. The contractor shall comply with all applicable Federal, State and Local safety regulations governing the job site, employees and subcontractors. The Contractor shall be responsible for the subcontractor’s compliance with these provisions.

SECTION 6 - TECHNICAL SPECIFICATIONS

6-1 Introduction

By issuing this specification document King County (the County) invites Risk Management Information System (CMIS) vendors to submit proposals for a computerized system to assist in claims administration, loss reporting, incident tracking, case management, maintenance of financial claims data, and other human resource-related activities.

The purpose of this document is to provide sufficient information for a CMIS vendor to make an accurate projection of the cost and time required to provide a system that will meet the County's needs.

Information contained in this document was researched and assembled by County personnel.

6-2 Background

King County government, based in Seattle, Washington, provides a wide range of regional services to its 1.6 million citizens, including municipal services to more than 300,000 persons residing in unincorporated King County.

In 1996, King County and the Municipality of Metropolitan Seattle (aka Metro) were consolidated. The new County government, with 12,000 employees, now is responsible for the transit and water quality programs, formerly provided by Metro. Workers' compensation claims from employees are filed with the **Safety and Claims Division** of the Office of Human Resources (OHRM). In addition, Safety and Claims manages disability accommodation and job reassignment services for King County.

A. Case Management:

The Workers' Compensation section is responsible for approximately 2,000 claims per year. The County is self insured and self administers its workers' compensation claims using ParaRisk for the Macintosh, a 4D file format with approximately 28,000 records and 110 fields. The payment transactions are totaled in the claims database. We expect that the system will be used at 25 to 30 work stations in the Workers' Compensation unit and at remote locations.

The Disability Service section provides case management for employees who need disability accommodation or job reassignment services. The disability specialists currently do not have a computerized case management system but use the PC to access email and the intranet/internet. We expect to use some elements, of the workers' compensation system, such as case notes, diary, and form letters to assist the disability specialists to manage their cases.

6-3 CMIS Purchasing Project Overview and Objectives

The County seeks to purchase and implement a new CMIS by November 1, 2000 to assist in the adjustment, management and analysis of its workers' compensation claims and disability accommodation and job reassignment services, and other human resource – related activities.

6-4 Our CMIS needs assessment process

Our CMIS needs assessment process resulted in the follow CMIS system goals:

- A. **Enhance the efficiency and effectiveness of the County's claims management function by supporting workers' compensation claims officers in their daily management of claims.**
The CMIS should allow for a quick set-up of each claim; allow the claim officer to enter diary

and note entries; conduct word processing with database-linked forms; send and receive e-mail (and recording both in the claim file); and make payments by transmitting electronic payment requests with attached payment or benefit explanation linked with the County's standard vendor codes, using standard vendor codes. The CMIS must fully integrate with MS Office software.

- B. **Enhance the efficiency and effectiveness of the County's Disability Services section as they manage disability accommodation and job reassignment services for King County.** The CMIS should allow for case set-up, allow for diary and case note entries; conduct word processing with database-linked forms; send and receive e-mail (recording both in the case file). The CMIS must fully integrate with MS Office software.
- C. **Facilitate the development of accurate and timely management reports.** The CMIS should provide for management reporting/analysis and case manager oversight; provide flexible client-controlled coding structure with database export capabilities; assist in preparing agency and County-wide loss-control reports with built-in or fully compatible third-party report writers and allow for potential access, via the County WAN to limited file data. Though not essential, we consider it a plus to have date-sensitive actuarial downloads with loss triangulation/trending system features.
- D. **Improve the speed of our claims payment processes.** We desire a system that can be used to make payments by transmitting electronic payment requests to a centralized accounts payable office and print an explanation of the payment of benefits being paid on the check stub and be mailed by accounts payable using the County's standard vendor codes which contain addresses (and tax id codes).
- E. **Reduce the need for paper claims files.** The CMIS system should provide or be compatible with imaging systems so that documents can be scanned and attached to a case file. We would also expect to be able to attach documents to the claim file that have been received electronically, such as email.
- F. **System must work on existing hardware platforms, both the MAC and PC.**
- G. **System must have a front-end interface with the Internet and be flexible enough to handle electronic filing with L&I.**

6-5 Perceived Needs

The County recognizes that no one vendor will likely have a CMIS that meets all perceived needs.

In order to achieve our major objectives, the County has determined the following priorities:

- The claims system must be able to simultaneously function on both the MAC and PC platforms.
- The claims system must have a front-end interface with the Intranet and Internet so that authorized users have access to functions such as case notes or reports and so that users can file forms such as the First Report of Injury.
- The claims system must have accounts payable interface capabilities with Oracle Financials and the current Human Resources information file, PeopleSoft and MSA.
- The claims system must be able to have more than one claim open at one time.

- The claims system must have Washington specific workers' compensation functionality such as calculating time loss and LEP, preparing the SIF5, and preparing an automated SIB report.
- The claims system must be able to duplicate all of the reports King County can currently generate and should be able to provide customized reports as needed.
- The system must have levels of security so that different kinds of cases, such as disability services and workers' compensation, can only be accessed by authorized users.
- The system must be able to automatically assign distinct case numbers to different types of cases as they are setup. There will be multiple types of cases, such as job accommodation and EAP, which are setup in the claims system.
- The claims system should provide integration with Microsoft Outlook and Microsoft Office (to attach e-mail and Word files to the claim file).
- The claims system should have the ability to use workflow enhancements such as imaging, including integrated document/image attachments to the claim file.

6-6 Current Systems in Use

A. **Safety and Claims Division**

The County currently uses Crawford/RSG ParaRisk (Mac version). The County completed a partial implementation of PeopleSoft for its Human Resources Information System, and has updated Oracle Financial for its Accounts Payable function. Some Human Resources information is available in an Oracle format and some is available in PeopleSoft.

SECTION 7 - FUNCTIONAL SYSTEM REQUIREMENTS

7-1 General Instructions for Responding to this Document

The following sections are numbered. Following this paragraph is a worksheet structure to be prepared in WORD or Excel. In addition to your hard copy proposal, include a diskette with the responses to all questions in the format that follows. Each requirement and/or question should be addressed in your proposal. Usually the response should take the form of a comprehensive description of the product feature; but, specific requirements can be answered with the following code, and some answers will warrant the code and a short explanation:

Y: Existing, fully-implemented

N: Not supported and no plan to add this feature

M: No-cost modification with no changes to the source code

C: Custom feature at additional cost

NF: Near term feature will be available within 6 months

FF: Future feature will be available with XX months

O: Other - explain

WORKSHEET FORMAT FOR RESPONSES

QUESTION NUMBER	RESPONSE CODE	COMMENTS
Example: 8-2 C 1.	Y	
8-2 C 2.	O	Our system integrates with an Oracle Financial accounts payable system by....

Where applicable, indicate in the "comments" area whether your proposed package and/or services currently meet the requirement. A compliance cost statement is also requested. We strongly encourage filling out the comments section. The evaluation will be greatly assisted by the comments submitted.

7-2 General Requirements

A maximum of 550 points may be awarded toward the responses to this section entitled Technical Requirements. The coding of Y, N, M, C, NF, FF and O, are appropriate responses in most cases to each of the stated requirements. The vendor is invited to elaborate in the responses to the technical requirements. In some cases, a narrative response is expected and is evident from the phrasing of the requirement statement.

The software package must be fully functional, fully released (not beta version), and operational in a production environment. It is preferable that the software be installed and in production at a similar site.

A. General Capabilities

	<i>Response Code</i>	<i>Comments</i>
1. Provide a claim setup capability to distinguish between incident and claims and to “promote” or “demote” from one to the other for both the workers’ compensation and disability services modules. Provide for distinct case numbers to be automatically assigned depending on the type of case being setup. Provide a search interface with the capability to search within the different types of case for incidents and claims.		
2. Allow separate searching and reporting for County administered workers compensation claims, disability services cases, and other types of cases entered into the system.		
3. Create County-customized and Washington specific data fields and screens.		
4. Provide tabulated coding structure to allow the County to add, delete and modify codes.		
5. Provide the ability to relate parent-and child-levels for cause of loss, location, body part and other codes.		
6. Able to generate form letters with fields filled in by the database.		

B. Remote Access and Portability

	<i>Response Code</i>	<i>Comments</i>
1. Describe the hardware, software, and telephone line requirements for remote access to the claim system on a wide area network (WAN).		
2. Describe how you would allow remote access to the database by authorized users.		

C. Security and Data Integrity

	<i>Response Code</i>	<i>Comments</i>
1. Provide user-and group/role-based system security.		
2. Prevent duplicate claim entry.		
3. Prevent duplicate payment entry (explain the logic that your system uses to prevent this type of error).		
4. Provide transactional coding capturing a date/time/user stamp for any change to the database.		

D. Imaging/File Attachments

	<i>Response Code</i>	<i>Comments</i>
1. Integrate with Microsoft Word, Access and Excel. If yes, how is it integrated?		
2. Describe the steps taken to attach a Word file to a claims record.		
3. Describe your abilities to integrate with Microsoft Outlook groupware/e-mail. Describe how you attach an e-mail to a claim record.		
4. Describe your imaging capabilities. Is this a third party product? If so, provide details.		
5. Interface with TWAIN-compliant imaging and faxing software.		
6. Ability to attach images to a claim file.		

E. Hardware/Software/Operating Environment

	<i>Response Code</i>	<i>Comments</i>
1. What version of your software are you proposing to the County? Is this a currently released system version?		
2. How often are updates released? In what media?		
3. Is it Windows NT server, Windows NT desktop, and MAC compatible? What version(s) of the Mac OS will it run on? Describe your system requirements.		
4. Do you have 32-bit application?		
5. Which database formats are available?		
6. Does it comply with Open Data Base Connectivity (ODBC) standards?		
7. Describe your archive and backup utility methodology and standards.		
8. Describe documentation for application, database, ad-hoc reporting tool, standard and custom interfaces, data dictionary.		
9. Describe your minimum hardware requirements.		

E. Hardware/Software/Operating Environment (Continued)

	<i>Response Code</i>	<i>Comments</i>
10. Describe your minimum software requirements (for example, Oracle Client and Oracle Server for Oracle installations).		
11. Discuss your web-based capabilities.		
12. Discuss your electronic file capabilities.		

7-3 Claims Administration Requirements

A. General Capabilities

	<i>Response Code</i>	<i>Comments</i>
1. Provide "point in time" reporting on all financials.		
2. Create, edit, track, and report on adjuster note and diary entries.		
3. Track incidents		
4. Move incident data into a claim file (including adjuster notes and diary entries).		
5. Able to open more than one claim at a time.		
6. Capable of providing Intranet-enabled First Report of Injury/Incident		
7. Capable of customizing diary prompting.		
8. Provide Daily Calendar Feature with ability to view calendar when setting dates.		

B. Workers' Compensation Module

		Response Code	Comments																																	
1. Calculate time-loss payments and Loss of Earning Power (LOEP) payments.																																				
2. Load multiple years SBI and medical fee schedules as database tables.																																				
3. Adjust medical bills according to Washington fee schedule and CPT codes and identify duplicate bills.																																				
4. Calculate Washington Permanent Partial Disability awards based on percent of disability.																																				
5. Ability to provide “canned” or pre-programmed reports and forms, to cover all reports and forms mandated by Washington state currently and in the future.																																				
<table><tr><th>Form</th><th>Description</th><th>Currently Available?</th></tr><tr><td>SIF-4</td><td>Notice of Denial</td><td>[]</td></tr><tr><td>SIF-5</td><td>Report of Injury or TL change</td><td>[]</td></tr><tr><td>SIF-5A</td><td>Employee TL Explanation Attachment</td><td>[]</td></tr><tr><td>SIF-7</td><td>Annual Claim Payment Report</td><td>[]</td></tr><tr><td>SIF-10</td><td>Medical Progress Report</td><td>[]</td></tr><tr><td>EAR</td><td>Employability Assessment Report</td><td>[]</td></tr><tr><td>EC Closure - Employer Closure</td><td></td><td>[]</td></tr><tr><td>EC-NC Closure - Employer Non-Comp. Closure</td><td></td><td>[]</td></tr><tr><td>EC PPD - Employer Closure with PPD</td><td></td><td>[]</td></tr><tr><td>Automated SBI report</td><td></td><td>[]</td></tr></table>	Form	Description	Currently Available?	SIF-4	Notice of Denial	[]	SIF-5	Report of Injury or TL change	[]	SIF-5A	Employee TL Explanation Attachment	[]	SIF-7	Annual Claim Payment Report	[]	SIF-10	Medical Progress Report	[]	EAR	Employability Assessment Report	[]	EC Closure - Employer Closure		[]	EC-NC Closure - Employer Non-Comp. Closure		[]	EC PPD - Employer Closure with PPD		[]	Automated SBI report		[]			
Form	Description	Currently Available?																																		
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EC-NC Closure - Employer Non-Comp. Closure		[]																																		
EC PPD - Employer Closure with PPD		[]																																		
Automated SBI report		[]																																		
6. Describe how the Washington tables be updated and adjusted?																																				
7. If a medical case management module is available, please describe.																																				
8. If a disability case management module is available, please describe.																																				

C. Payment Processing

The County seeks to automate payment transactions but also must maintain alternate payment processes. The following questions are meant to ascertain your system's ability to meet these needs.

<i>Describe how your system will:</i>	<i>Response Code</i>	<i>Comments</i>
1. generate automatic, scheduled checks.		
2. provide separation of tasks for payment creation and approval process for payment authorization.		
3. hand write option for checks.		
4. transmit payment files to Oracle Financial accounts payable system to request payment.		
5. generate payment vouchers. Hand write option for checks.		
6. work with County-defined pay type codes.		
7. provide user-defined fields in check-export file to explain benefits, to be printed on check stub.		
8. provide warning to claims officer if payments are made on closed or rejected claims.		
9. make payments on closed claims without having to reopen the claim.		

H. Reserves

Describe how your system will:

Response Code Comments

1. Describe how your system will calculate Net Incurred field by subtracting recoveries and credits from the Total Incurred.		
2. Describe how your system will maintain, access, and modify reserve worksheets . Custom-design reserve worksheets. Save prior versions of the reserve worksheets for future reference (rather than overwriting them). Reserve history screen.		
3. Describe how your system will provide five or more reserve categories, <u>County-defined</u> .		
4. Describe how your system will work with “ <u>County-defined</u> ” “reason for reserve” codes.		
5. Explain your capabilities to adjust reserves if during payment process the reserve balance will be drawn down below zero.		
6. Explain how your system will automatically adjust reserves to equal costs at time of closure unless overridden.		
7. Explain how your system will monitor automatic initial reserves, based on type of claim data.		
8. Describe your capability to provide “point in time” reporting on reserves.		

E. Litigation Management

Describe your system's:

Response Code Comments

1. Ability to designate some portions of a file, such as notes and diary, as attorney-client privileged.		
--	--	--

7-5 Management Reporting and Analysis

<i>Describe your system's ability to:</i>	<i>Response Code</i>	<i>Comments</i>
1. Produce customizable ad-hoc reports using object-oriented report writing software. Indicate preferred report writer here.		
2. Generate loss triangles by line of coverage on a paid or incurred basis. Evaluations should be based on time increments of quarterly, semi-annual, and annual periods. Triangles based on claim counts and by fiscal periods also should be available.		
3. Export data to third-party analysis tools such as Microsoft Excel and Access.		
4. Perform "point in time" financial reporting.		
5. Run scheduled reports at a designated future time.		
6. Maintain and access historical exposure and loss information for purposes of underwriting, loss control analysis, and calculation of experience modification factors by organization structure.		
7. Ability to calculate lost days and light duty days from time loss payment periods.		
8. Generate OSHA 200 and 101 reports		

7-6 Implementation Plan

<i>Describe your system's ability to:</i>	<i>Response Code</i>	<i>Comments</i>
1. Develop and provide an <u>implementation project plan</u> , to be submitted for approval to the County with milestones at appropriate points for testing, etc.		
• Provide your plan for the initial data conversion for 28,000 workers' compensation claim records within a specified time frame.		
• Include provisions for a test release and acceptance of the software, at each major milestone (as specified in the <u>implementation project plan</u>).		
• Include time-lines and quality milestones according to the contract and <u>implementation project plan</u> prior to payment.		

2. Demonstrate how your implementation plan will comply with a November 30, 2000 on-line date. If not, define in your implementation plan your project schedule. Your plan should also identify key project risks, key events, custom programming needs, and all related events for getting the workers' compensation system and disability services system on line.

--	--

7-7 Maintenance and Support

	<i>Response Code</i>	<i>Comments</i>
1. Describe, in detail, if your proposal includes the following: provides on-site training classes and material to cover system usage, database maintenance, and the ad-hoc reporting tool for a staff of 30.		
2. Identify a member of your staff to serve as the primary vendor contact and to serve as account technical service coordinator. (This selection is subject to County approval.)		
3. Provide Windows-based, context-sensitive help.		
4. What provisions does your proposal include for CBT(computer-based training)? Identify all cost for this in Section 9.		
5. Provide help desk with 1-800 line.		
6. Do you provide on-line help via a website? If so, describe.		
7. What are the response times to e-mail questions?		
8. Provide your guaranteed response time for different levels of problems.		
9. Describe your problem escalation procedures.		
10. Is 24-hour emergency response available? If so, please describe your plan/program.		

7-8 Future Strategy

	<i>Response Code</i>	<i>Comments</i>
1. What enhancements are planned for 2001?		
2. What enhancements are planned for 2002 and beyond?		

SECTION 8- PROPOSAL QUESTIONS

8-1 General

This section contains the Proposal questions to be addressed by Proposers. Proposals shall address the questions in the order presented identifying the proposal questions by number. Proposals need to be specific, detailed and straightforward using clear, concise, easily understood language. The preferred response to the questions in this section is to enter your responses after each question in a Word format.

Proposers answering the proposal questions shall examine the entire Request for Proposal document including the instructions, terms and conditions, specifications and applicable standards and regulations. Failure to do so shall be at the proposers risk.

8-2 Terms and Provisions

In addition to the functional requirements, the County expects the selected vendor to agree to certain terms and provisions designed to ensure a smooth and trouble-free implementation. In order to prevent surprises to either side, we are listing some of the more important ones here. Vendors must, as part of their response, indicate whether they are willing to comply with these requirements. If you would require substantive modifications before complying, indicate specifically what those would be.

8-3 Management Capability

A. Company Information

Company name:
Officers/principals names:
Company address:
Phone number:
Fax number:
Internet address:

Local office if different from above:

Office manager name and phone number
local:
regional:
other:

Sales representative name and phone number
local:
regional:
other:

B. When was the company incorporated? What state or province? What country?

C. Financial Information

- 1) Supply financial statements for the past two years. If CMIS operations are only a part of your business, provide financial information for this part of the company. If the vendor is a publicly held company, audited statements are preferred. (If the vendor is a privately held company and is selected as a finalist, it may be asked to provide a

statement from an independent auditor who has reviewed its financial statements and other information related to the financial viability of the company.)

- 3) Provide your company's CMIS annual sales for fiscal years 1994, through 2000.
- 4) Provide your company's CMIS sales projections for fiscal years 2000 and 2001.
- 5) Provide your sales of this software product for fiscal years 1994, through 2000.
- 6) Provide your sales projections of this software product for fiscal years 2000 and 2001.

D. Employee Information

- 1) How many employees does your company employ?
- 2) List the number of employees, by position, in each of your local, regional, and other offices.
- 3) Of your technical support people - how many per shift (designate the shift hours) per office? Stipulate if these people work on an on-call basis.

E. Product Information

- 1) Product name (version number), number of modules, names of modules. Identify any third-party products used in conjunction with your product, and the version levels.
- 2) List the sales for the proposed product or package. Identify sales customers within the last 3 years. Identify the 3 most comparable customers (regardless of when the system was sold). Please list the lost customers within the last 3 years.
 - 3) Would you agree to placing the source code in escrow or selling the source code?
 - 4) Describe your software licensing procedures.
 - 5) How do you register users? Is the software license a site license, maximum number of registered users, maximum concurrent users, other?
 - 6) Is there a user's group associated with your product? If yes, please provide the name location and phone number of the local chapter's president or chair.

F. Warranty

- 1) What is the length of the product warranty?
- 2) What is included in the warranty: support, maintenance/updates, on-site repair, other?
- 3) What is the limit of support under the warranty?
- 4) When does the warranty period start?

SYSTEM, SERVICE AND SUPPORT PRICING

Please provide your price proposal, including software licenses, installation, implementation, training, and support costs, using the worksheet formats that follow. Compliance with this format will help ensure that the County evaluates vendors on a comparable basis. While additional information is welcome, substantial deviation from this format is not preferred. However, the intent of this section is to fully disclose costs. If additional information is needed please modify the format to include it.

Worksheet 1 – Price Proposal Summary

PRICING SUMMARY			
Description	Qty/Unit of Measure	Unit Price	Total Price
I. Software:			
A. Licensing Fees (Also complete Worksheet 2, Application Licensing Fee Detail.)			
1. Applications (Modules) Required			
B. Data Conversion:			
II. Software (Third-party vendor):			
A. Licensing Fees (Also complete Worksheet 3, Third-Party Vendor Licensing Fee.)			
Sub-Total Software Prices			
IV. Training (Also complete worksheet 4, Misc. Items):			
V. Maintenance (Also complete Worksheet 5, Maintenance Cost.):			
VI. Documentation (Also complete Worksheet 6, Documentation Costs Detail.):			
VII. Installation Services (Also complete Worksheet 7, Installation Services Cost.):			
VIII. Misc. (Also complete Worksheet 4, Misc. Items.):			
A. Source Code Escrow fees.			
Total Proposed Price			

Worksheet 2 – Application Licensing Fee Detail

APPLICATION LICENSING FEE DETAIL			
A. Applications (Modules) Required	Qty/Unit of Measure	Unit Price	Total Price
B. Data Conversion (28,000 Para risk (Mac) worker's compensation records with approximately 110 fields)			
Total Proposed Cost (Enter in Section 1.A.1 on Worksheet 1)			

Worksheet 3 – Third-Party Vendor Licensing Fee

THIRD – PARTY VENDOR LICENSING FEE DETAIL			
A. Applications (Modules) Required	Qty/Unit of Measure	Unit Price	Total Price
Total Proposed Cost (Enter in Section III.A on Worksheet 1)			

Worksheet 4 – Miscellaneous Items

MISCELLANEOUS COST DETAIL		
Description	Unit Description or Unit Price	Total or Extended Price
A. Source Code Escrow (Also enter in Worksheet 1, Section VIII)		
B. Training Costs (per student or class? Also enter in Worksheet 1, Section IV)		
• On-site at King County		
• Off-site at Vendor Facility		

Worksheet 5 – Maintenance Cost

MAINTENANCE COST DETAIL						
List each type and price separately, if applicable	1 st Year	2 nd Year	3rd Year	4th Year	5th Year	Total
Application Maintenance Fees						
3 rd Party Products: Maintenance Fees						
Total Cost by Year						
(Also enter in Worksheet 1, Section V)						Total Cost

DOCUMENTATION COSTS DETAIL		
Description	Unit Price	Total Cost
System Documentation:		
• Hard Copy	\$	\$
• Electronic Copy	\$	\$
Configuration and Installation Documentation:		
• Hard Copy	\$	\$
• Electronic Copy	\$	\$
User Documentation:		
• Hard Copy	\$	\$
• Electronic Copy	\$	\$
(Also enter in Worksheet 1, Section VI) Total Cost		

Worksheet 7 – Installation Services Costs

INSTALLATION SERVICES COST DETAIL			
Installation Task Description	Estimated Hours	Rate(s) Per Hour	Extended Price
(Also enter in Worksheet 1, Section VII)		Total Cost	

ATTACHMENT A

PROPOSAL RESPONSE FORM

RFP NO: 00-042

Proposer's Declarations and Statement of Understanding

The undersigned (hereinafter called the "Proposer") declares that he/she has read the RFP and has authority to submit the following Proposal. The Proposer understands that, in addition to this Proposal Response Form, the RFP and Proposer's supporting documents constitute parts of the Proposal and are incorporated herein by reference. Proposer acknowledges that addenda numbers _____ through _____ have been delivered and have been taken into account as part of this Proposal, and that all addenda issued are hereby made part of our Proposal.

Proposer hereby designates _____, Telephone No: _____
as the person to contact for additional information about our Proposal.

E-Mail Address: _____ Fax No: _____

DECLARATION

By signing this Proposal, I hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. The undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.
2. By signing the signature page of this Proposal, the undersigned business organization is deemed to have signed and agreed to the provisions of this declaration, and authorized the signature below.
3. In preparing this Proposal, the Proposer has not been assisted by any current or former employee of the County whose duties relate now or have related in the past to this Proposal or prospective agreement, and who was assisting in other than his or her official public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Proposal. Any exceptions to these assurances are described in full detail on a separate page and attached to this Proposal Response Form.

Internal Revenue Service (IRS) Reporting Requirements

Check one: ☐ Corporation; ☐ Partnership; ☐ Sole Proprietor; ☐ Other _____

Identify: State of Incorporation: _____

Provide one: Federal Tax Number _____ Social Security Number _____

Identify: UBI Number _____ Business License Number _____

What is the official name registered with the IRS for this number: _____

Firm Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Authorized Signature: _____

ATTACHMENT D

Personnel Inventory Report



King County
Procurement Services Division
Department of Finance
821 Second Avenue, Suite 10
Mail Stop ESC-FI-0871
Seattle, WA 98104-1598
(206) 296-4210 FAX (206) 296-4211
TD/VOICE 296-0100
<http://www.metrokc.gov>

Revised 6/96

Legal name of business _____ Telephone No: _____

dba (if applicable) _____

Street address _____

City _____ State _____ Zip Code _____

DO ANY OF YOUR EMPLOYEES BELONG TO A UNION AND/OR DO YOU USE AN EMPLOYEE REFERRAL AGENCY?

YES ____ **NO** ____ . If yes, list the unions and/or employee referral agencies with whom you have agreements:

If you expect to do more than \$25,000 worth of business with King County, the unions or employee referral agencies must submit a statement of compliance with King County Code Chapter 12.16.

DO YOU HAVE ANY EMPLOYEES? YES ____ **NO** ____ . If yes, list on the Employment Data Chart below the total number of employees for all businesses located in (1) King County. If none, list the total number of employees for all businesses located in (2) Washington State. If none, list the total number of employees for all businesses located in the (3) United States. Indicate which locale (1,2,3) report covers:

Employment Data Job Categories	Whites		African Americans		Asians		Native Americans		Hispanics		Disabled		Minority Sub-Total		Disabled Sub-Total	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Managerial																
Professional																
Technical																
Clerical																
Sales																
Service																
Labor																
On-Job Trainees																
Apprentice																
*Skilled Craft																
Sub-Total																

* Journey worker: List by classification on reverse, e.g., carpenter, plumber, etc.

Total number of Employees Reported Above: _____ (If no employees, write ("0").)

This report covers Business Location(s) in (circle one): [King County, Washington State, Other States] for the Payroll Period ending (MONTH/DAY/YEAR): _____.

IRS Employer Identification Number: _____.

Submitted by: _____ Title: _____ Date: _____

Name (print or type)

Personnel Inventory Report



King County
Procurement Services Division
Department of Finance
620 King County Administration Bldg.
500 Fourth Avenue
Seattle, WA 98104
(206) 296-4210 FAX (206) 296-4211
TDD/VOICE 296-0100
<http://www.metrokc.gov>

Revised 6/96

Supplemental Form

Legal name of business _____ Telephone No: _____

Employment Data	Whites		African Americans		Asians		Native Americans		Hispanics		Disabled		Minority Sub-Total		Disabled Sub-Total	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F

ATTACH SUPPLEMENTAL FORMS AS NECESSARY TO REPORT THE TOTAL WORK FORCE

Submitted by _____
Name Title

Contact the King County Procurement Services Division at (206) 296-4210 or the King County M/WBE and Contract Compliance Division (206) 684-1330 if you have any questions concerning completion of this form.

Name of Individual, Partner or Corporation

Authorized Signature

Title



ATTACHMENT E

Affidavit and Certificate of Compliance

With King County Code Chapter 12.16, Discrimination and Affirmative Action in Employment by Contractors, Subcontractors and Vendors.

Company Name: _____

STATE OF WASHINGTON

SS

COUNTY OF KING

The undersigned, being first duly sworn, on oath states on behalf of the Contractor as follows:

Definition: "Contractor" shall mean any contractor, vendor or consultant who supplies goods and/or services. "Contract" shall mean any contract, purchase order or agreement with King County Government, hereinafter called the County.

A. Contractor recognizes that discrimination in employment is prohibited by federal, state and local laws. Contractor recognizes that in addition to refraining from discrimination, affirmative action is required to provide equal employment opportunity. Contractor further recognizes that this affidavit establishes minimum requirements for provisions of the general contract specifications as applied to service, consultant and vendor contracts exceeding \$25,000, or public work contracts exceeding \$10,000. Contractor herein agrees that this affidavit is incorporated as an addendum to its general contract, and recognizes that failure to comply with these requirements may constitute grounds for application of sanctions as set forth in the general specifications. King County Code Chapter 12.16 and this affidavit, PROVIDED FURTHER, that in lieu of the affidavit, the Executive may accept a statement pledging adherence to an existing contractor affirmative action plan where the provisions of the plan are found by the Executive to substantially fulfill the requirements of this chapter.

B. Contractor shall give notice to their supervisors and employees of the requirements for affirmative action to be undertaken prior to the commencement of work.

C. This person has been designated to represent the Contractor and to be responsible for securing compliance with and for reporting on the affirmative actions taken.

AUTHORIZED AFFIRMATIVE ACTION REPRESENTATIVE

NAME: _____

D. Contractor will cooperate fully with the M/WBE and Contract Compliance Division and appropriate County agents while making every reasonable "good faith" effort to comply with the affirmative action and nondiscrimination requirements set forth in this sworn statement and in King County Code Chapter 12.16.

E. Reports. The Contractor agrees to complete and submit with this affidavit such additional reports and records that may be necessary to determine compliance with the affidavit and to confer with the M/WBE and Contract Compliance Division staff at such times as the County shall deem necessary. The information required by this chapter includes but is not limited to the following reports and records:

1. Personnel Inventory Report: This report shall include a breakdown of the employer's workforce showing race, gender, and disability status.

2. Monthly Utilization Report: This report shall apply to public work contractors and subcontractors and shall provide the number of hours of employment for minority, women and disabled employees by craft and category.

3. Statement from Union or Worker Referral Agency: This statement affirms that the signee's organization has no practices and policies which discriminate on the basis of race, color, creed, religion, sex, age, marital status, sexual orientation, nationality or the presence of any sensory, mental or physical disability.

The information required in this section shall be submitted on forms provided by the County unless otherwise specified.

F. Subcontractors: For public work projects and contracts over \$10,000, the prime contractor shall be required to submit to the County, along with its qualifying documents under this chapter, employment profiles, Affidavits of Compliance Reports and Union Statements from its subcontractors in the same manner as these are required of the prime contractor. Reporting requirements of the prime contractor during the contract period will apply equally to all subcontractors.

G. Employment Goals for Minorities, Women and Persons with Disabilities: Employment goals shall be established for two industry categories, i.e., construction contractors and vendor/ service contractors, using a multi-factor availability analysis.

1. Construction contractor and subcontractor performance: Goal attainment is based on the total hours of employment as determined by the monthly utilization reports.

2. Consultant and vendor/service contractor performance: Goal attainment if based on the total number of employees as determined by Personnel Inventory Reports.

H. Alternative Goal Option: Contractors may establish goals independently if they believe the King County goals are not applicable to their specific situation. Contractors who secure King County's assent in pursuing this option must use a multi-factor analysis with methodology and data sources approved by the County.

I. Underrepresentation of Minorities, Women and Disabled Persons: Underrepresentation of minorities, women and disabled persons will not be deemed a per se violation of King County Code Chapter 12.16 where a contractor's employment statistics demonstrate that minorities, women and disabled persons are underrepresented in its workforce in relationship to the county employment goals. The burden will be on the contractor to show that the minimum affirmative action measures set forth below have been met and that a reasonable "good faith" affirmative action plan in compliance with this chapter has been pursued.

J. Minimum Affirmative Action Measures: Contractor agrees that failure to implement and/or maintain reasonable "good faith" efforts to achieve the County employment goals will constitute a breach of this agreement. The evaluation of a contractor's compliance with this chapter shall be based upon the contractor's effort to achieve maximum results from its affirmative action program. The contractor shall document these efforts and shall implement affirmative action steps at least as extensive as the following:

1. Policy Dissemination: Internal and external dissemination of the contractor's equal employment opportunity policy; posting of nondiscrimination policies and of the requirements of this chapter on bulletin boards clearly visible to all employees; notification to each subcontractor, labor union or representative of workers with which there is a collective bargaining agreement or other contract, subcontract, or understanding of the contractor's under this chapter, inclusion of the equal opportunity policy in advertising in the news media and elsewhere.

2. Recruiting: Adoption of recruitment procedures designed to increase the representation of women, minorities and disabled persons in the pool of applicants for employment, including, but not limited to establishing and maintaining a current list of minority, women and disabled recruitment sources, providing these sources written notification of employment opportunities and advertising vacant positions in newspapers and periodicals which have minority, female and/or disabled readership.

3. Self-assessment and Test Validation: Review of all employment policies and procedures, including review of tests, hiring and training practices and policies, performing evaluations, seniority policies and practices, job classifications and job assignments, to assure that they do not discriminate against, or have a discriminatory impact on, minorities, women and disabled persons; validation of all tests and other selection requirements where there is an obligation to do so under state or federal law.

4. Record of Referrals: Maintain a current file of application of each minority, woman and disabled applicant or referral for employment indicating what action was taken with respect to each such individual and the reasons therefore. Contact these people when an opening exists for which they may be qualified. Names may be removed from the file after twelve months have elapsed from their last application or referral.

5. Notice to Unions: Provide notice to labor unions of the contractor's nondiscrimination and affirmative action obligations pursuant to King County Code Chapter 12.16. Contractors shall also notify the King County Executive if labor unions fail to comply with the nondiscrimination or affirmative provisions.

6. Supervisors: Ensure that all supervisory personnel understand and are directed to adhere to and implement the nondiscrimination and affirmative action obligations of the contractor under this chapter. Such direction shall include, but not be limited to, adherence to, and achievement of, affirmative action policies in performance appraisals of supervisory personnel.

7. Employee Training: Develop on-the-job training opportunities which expressly include minorities, women and disabled persons.

8. Responsible Person: Designate an employee who shall have responsibility for implementation of the contractor's affirmative action measures.

9. Progress Reporting: Prepare as part of the affirmative action plan an analysis and report on the progress made toward eliminating the underrepresentation of women, minorities and persons with disabilities in the contractor's workforce on an annual basis.

10. Contractor Training: In addition, contractors who do not meet employment goals for women, minorities and persons with disabilities and who do not have approved affirmative action measures may be required to attend

county-sponsored training programs on relevant areas of affirmative action and equal employment opportunity.

Where a contractor's employment statistics demonstrate that minorities women and disabled persons are underrepresented, failure to follow any of the requirements of Paragraph J (1-10) shall be *prime facie* evidence of noncompliance with this agreement.

K. Contractor agrees in all its employment policies and practices to refrain from discrimination against any person on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, or the presence of any mental, physical or sensory disabilities, including but not limited to hiring, firing, lay-off, promotion or demotion, job assignment, wages, and other terms and conditions of state and local rules, laws or ordinances and regulations regarding any such discrimination.

L. Contractor agrees to provide reasonable access upon request to the premises of all places of business and employment, relative to work undertaken in this contract, and to records, files, information and employees in connection therewith, to the M/WBE and Contract Compliance Division or agent for purposes of reviewing compliance with the provisions of this affidavit and agrees to cooperate in any compliance review.

M. Should the M/WBE and Contract Compliance Division find, upon complaint, investigation or review, the Contractor not be in good faith compliance with the provisions contained in this affidavit, it shall notify the County and contractor in writing of the finding fully describing the basis of noncompliance. Contractor may request withdrawal of such notice of noncompliance at such time as the compliance office has notified in writing the contractor and the County that the noncompliance has been resolved.

N. The contractor agrees that any violation of the specific provisions of this chapter and of any term of the affidavit of compliance required herein, including reporting requirements, shall be deemed a violation of King County Code Chapter 12.16. Any such violation shall be further deemed a breach of a material provision of the contract between the County and the contractor. Such breach shall be grounds for implementation of any sanctions provided for in this chapter, including but not limited to, cancellation, termination or suspension, in whole or in part, of the contractor by the County; liquidated damages; or disqualification of the contractor PROVIDED, that the implementation of any sanctions is subject to the notice and hearing provisions of King County Code Chapter 12.16.110.

O. Contractor recognizes that it is bound by all provisions of King County Code Chapter 12.16 and acknowledges receipt of a copy thereof.

VALID ONLY IF NOTARIZED

DESIGNATED CONTRACTOR: _____
Company Name

ADDRESS: _____
Street City State Zip

AUTHORIZED SIGNER: _____
Signature Title

NAME: _____
Type or Print PHONE: _____

SUBSCRIBED AND SWORN TO before me RECEIVED BY:

King County Date

this _____ day of _____ 20____

Notary Public in and for the State of

residing at _____

ATTACHMENT F

CURRENT OR FORMER KING COUNTY EMPLOYEE DISCLOSURE FORM

RFP NO: 00-042

(Submit to King County only when applicable)

1. Identify current or former employees of the County involved in the preparation of this Proposal or the anticipated performance of the work or services to be provided on this contract.

Name of current or former Employee: _____

Date of Last Employment with the County: _____

2. The Contractor is responsible for notifying the County's project manager of current or former County employees who become involved in the contract any time during the term of the contract:

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT G

ADA/504 SELF EVALUATION QUESTIONNAIRE FOR KING COUNTY CONTRACTORS

General Information

Federal, State and local laws prohibit discrimination based on disability. The Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended, (504) require that King County and all organizations and firms contracting with King County, except schools, universities, public entities and those providing tangible goods, must comply with the ADA and 504 accessibility requirements.

ADA and 504 define disability as **anyone who has, has a history of, or is perceived as having a physical or mental impairment which substantially limits one or more major life activities.** Disabilities include, but are not limited to: mobility, visual, hearing, or speech impairments; mental illness, epilepsy, learning disability, brain injury, HIV/AIDS; arthritis, cerebral palsy, developmental disability, multiple sclerosis, and alcohol and/or drug addiction.

The **ADA/504 Self-Evaluation Questionnaire for King County Contractors** will assist you in evaluating your organization or firm's services and activities to ensure they are accessible to persons with disabilities. If your organization or firm is out of compliance with any of the ADA/504 requirements, you must develop a **Corrective Action Plan** indicating the corrective actions which will be taken to bring you into compliance and the date by which these actions will be completed. Corrective action plans must be detailed on the **ADA/504 Corrective Action Plan** form.

Once you have completed your organization or firm's **ADA/504 Self-Evaluation Questionnaire** and **Corrective Action Plan**, return the signed and notarized **ADA/504 Assurance of Compliance** and **Corrective Action Plan** to the contracting County department. Please keep your completed **ADA/504 Self-Evaluation Questionnaire** and a copy of the **ADA/504 Assurance of Compliance and Corrective Action Plan for King County Contractors** on file in your office for use during on-site reviews. You will be notified by King County's Office of Civil Rights and Enforcement (OCRE) or the Division of Minority/Women's Business Enterprise and Contract Compliance (M/WBE-CC) at least one week in advance of any scheduled review.

If you have any questions regarding this process or need the **ADA/504 Self- Evaluation Questionnaire and Corrective Action Plan for King County Contractors** in large print, audio cassette tape, or Braille, please contact OCRE's ADA/504 Disability Compliance Specialist at (206)296-7705 or (206)296-7596 V/TTY(TDD).

ADA/504 SELF-EVALUATION QUESTIONNAIRE

Contractor's Name: _____

Contact Person: _____ Phone #: _____

Type of Service Provided: ☐ Human Services ☐ Consultant
 ☐ Construction ☐ Purchased Services
 ☐ Architectural/ ☐ Concessions
 Engineering ☐ Other (explain)

Number of Employees: _____

Location of Business: _____

Brief Description of Business: _____

Contracting County Department: _____

There are four major areas to consider when evaluating program and service accessibility: **1) General Requirements; 2) Program Access; 3) Equal Employment Opportunity; and 4) Physical Accessibility.** In the following questions, "you", "your organization or firm", and "the Contractor" refer to the Contractor unless otherwise noted.

GENERAL REQUIREMENTS

Please circle the appropriate answers. Pages 1-6 of this questionnaire are kept in your files. They are not returned with your contract.

1. If your organization or firm employs 15 or more employees do you have a designated ADA/504 coordinator? **YES NO N/A** If so, who?

Name: _____ Title: _____

Phone #: _____

2. Do you have an internal grievance procedure which incorporates due process standards and allows for quick and prompt solutions for any complaints based on noncompliance with ADA and 504?

YES NO N/A

3. Does your organization or firm have a policy that provides for taking initial continuing steps to notify participants, beneficiaries, applicants, and employees, including those with

vision and hearing impairments and unions and professional organizations holding collective bargaining or professional agreements that your organization or firm does not discriminate on the basis of disability?

YES NO N/A

4. Has your organization or firm notified these individuals of your nondiscrimination policy?

YES NO N/A

5. Does your organization or firm provide ongoing staff training to ensure that staff fully understand your policy of nondiscrimination on the basis of disability and can take all appropriate steps to facilitate the participation of individuals with disabilities in agency programs and activities, i.e. providing disability awareness training on an ongoing basis?

YES NO N/A

PROGRAM ACCESS

1. Does your organization or firm notify the public and other interested parties that agency meetings, board of director meetings, hearings, conferences, public appearances by elected officials, interviews, will be held in accessible locations and that auxiliary aids (sign language interpreters, readers) will be provided, upon request, to participants with disabilities?
YES NO N/A
2. Does your organization or firm have a Telecommunication Device for the Deaf TTY(TDD) or do you use the Washington Telecommunications Relay Service to facilitate communication with individuals who use TTYs for communication purposes?
YES NO N/A
3. Does your organization or firm provide ongoing training to familiarize appropriate staff with the operation of TDD's and other effective means of communicating over the telephone with persons with disabilities.
YES NO N/A
4. Does your organization or firm make available, upon request, written material in alternate formats for persons who are print-disabled? Examples include, but are not limited to: Braille, audio cassette tapes, and large print.
YES NO N/A
5. Are printed posters, announcements, and printed materials, including graphics, clearly legible and placed in physically accessible locations where small print can be read from a wheelchair?
YES NO N/A
6. Do you have different disability groups on your mailing list for the purposes of information dissemination?
YES NO N/A
7. Is your TTY number and procedures for accessing your services printed on all material distributed to the public?
YES NO N/A
8. Do you have a policy and procedure for safely evacuating persons with disabilities from your facility(s) during an emergency?
YES NO N/A

EMPLOYMENT AND REASONABLE ACCOMMODATION

1. When gathering affirmative action data regarding disabilities do you make it clear that; 1) the information requested is intended for use solely in connection with reporting requirements; 2) the information is voluntary; 3) the information will be kept confidential; and 4) refusal to provide or providing the information will not subject the applicant or employee to any adverse treatment?
YES NO N/A
2. Does your organization or firm make pre-employment inquiries or conduct pre-employment medical examinations?
YES NO N/A
3. If so, is the inquiry related to the applicant's ability to perform the job?
YES NO N/A
4. Does your organization or firm condition offers of employment on results of these examinations?
YES NO N/A
5. Does your organization or firm require this examination for all employees in this job classification?
YES NO N/A
6. Are all applicants in the same job classification asked the same medical and/or interview questions?
YES NO N/A
7. Information obtained concerning the medical condition or history of an applicant must be kept separate from personnel records and may be shared in only three ways: 1) supervisors and managers may be informed of restrictions on the work or duties of individuals with disabilities and informed of necessary accommodation(s); 2) first aid and safety personnel may be informed if the condition might require emergency treatment; and 3) government officials investigating compliance with the ADA and 504 shall be provided with relevant information upon request. Does your organization or firm have a written policy stating the above?
YES NO N/A
8. Does your organization or firm make reasonable accommodation(s) to the known physical or mental limitations of otherwise qualified applicants or employees with disabilities?
YES NO N/A

PHYSICAL ACCESSIBILITY

After completing the "Quick Look" Barriers Checklist answer the following questions:

1. Is the building(s) where your business located barrier free?
YES NO N/A
2. If you checked no to any of the items on the checklist would these areas prevent a person from accessing your program(s) or service(s)?
YES NO N/A
3. If yes, describe on the **Corrective Action Plan** what steps will be taken to eliminate these barrier(s). If there are extenuating circumstances which would make barrier removal a financial or administrative burden please explain in the **Corrective Action Plan**.

"QUICK LOOK" BARRIERS CHECKLIST

This checklist is designed to give businesses a quick appraisal of potential problem areas for accessibility. For detailed review standards contact the Access Board at 1-800-872-2253 V/TTY and/or obtain a copy of the Americans with Disabilities Act Access Guidelines for current specifications.

<u>ITEM TO BE PERFORMED</u>	YES	NO
------------------------------------	------------	-----------

Building Access

- | | | |
|--|-----|-----|
| 1. Are 96" wide parking spaces designated with a 60" access aisle? | ___ | ___ |
| 2. Are parking spaces near main building entrance? | ___ | ___ |
| 3. Is there a "drop off" zone at building entrance? | ___ | ___ |
| 4. Is the gradient from parking to building entrance 1:12 or less? | ___ | ___ |
| 5. Is the entrance doorway at least 32 inches? | ___ | ___ |
| 6. Is door handle easy to grasp? | ___ | ___ |
| 7. Is door easy to open (less than 8 lbs. pressure)? | ___ | ___ |
| 8. Are other than revolving doors available? | ___ | ___ |

Building Corridors

- | | | |
|--|-----|-----|
| 1. Is path of travel free of obstruction and wide enough for a wheelchair? | ___ | ___ |
| 2. Is floor surface hard and not slippery? | ___ | ___ |
| 3. Do obstacles (phones, fountains) protrude no more than four inches? | ___ | ___ |
| 4. Are elevator controls low enough (48") to be reached from a wheelchair? | ___ | ___ |
| 5. Are elevator marking in Braille for the blind? | ___ | ___ |
| 6. Does elevator provide audible signals for the blind? | ___ | ___ |
| 7. Does elevator interior provide a turning area of 51" for wheelchairs? | ___ | ___ |

ITEM TO BE PERFORMED**YES NO****Restrooms**

- | | | |
|--|-------|-------|
| 1. Are restrooms near building entrance/personnel office? | _____ | _____ |
| 2. Do doors have lever handles? | _____ | _____ |
| 3. Are doors at least 32" wide? | _____ | _____ |
| 4. Is restroom large enough for wheelchair turnaround (51" minimum)? | _____ | _____ |
| 5. Are stall doors at least 32" wide? | _____ | _____ |
| 6. Are grab bars provided in toilet stalls? | _____ | _____ |
| 7. Are sinks at least 30" high with room for a wheelchair to roll under? | _____ | _____ |
| 8. Are sink handles easily reached and used? | _____ | _____ |
| 9. Are soap dispensers, towels, no more than 48" from floor? | _____ | _____ |

Personnel Office

- | | | |
|--|-------|-------|
| 1. Are doors at least 32" wide? | _____ | _____ |
| 2. Is the door easy to open? | _____ | _____ |
| 3. Is the threshold no more than 1/2" high? | _____ | _____ |
| 4. Is the path of travel between desk, tables wide enough for wheelchairs? | _____ | _____ |

ADA/504 DISABILITY ASSURANCE OF COMPLIANCE
and
CORRECTIVE ACTION PLAN

Complying with Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act of 1990, two federal laws which prohibit discrimination against qualified persons with disabilities.

DEFINITIONS

"CONTRACTOR" shall mean any contractor with King County Government, except for schools, universities, public entities, or those contractors supplying tangible goods and supplies.

"CONTRACT" shall mean any contract, purchase order, or agreement, except for those contractors supplying tangible goods with King County Government, hereinafter called the County.

"REASONABLE ACCOMMODATION" shall mean all efforts made too modify, change, or eliminate existing barriers denying persons with disabilities equal opportunity to benefit from the Contractor's programs, services or activities, except where to do so would cause an undue hardship or burden.

"UNDUE HARDSHIP OR BURDEN" is determined on a case by case basis using the following criteria:

(1) size of the Contractor's program(s) with respect to the number of employees, number and type(s) of facilities and the size of the budget; (2) the type of operation, including the composition and structure of the work force; and (3) the nature and cost of the accommodation(s) needed.

"DISABILITY" is defined in the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended, (504) as anyone who has, has a history of, or is perceived as having a physical or mental impairment that substantially limits one or more major life activities. This can include, but is not limited to: mobility, visual, hearing, or speech impairments; mental illness, epilepsy, learning disability, brain injury, HIV/AIDS; arthritis, cerebral palsy, developmental disability, multiple sclerosis and alcohol and drug addiction.

- A. The undersigned Contractor understands that discrimination in public accommodation and employment based solely on disability is prohibited by federal, state and local laws. In addition, the Contractor recognizes that Section 504 requires recipients of federal funds, be it direct or through subcontracting with a governmental entity receiving federal funds, to make their programs, services and activities, **when viewed in their entirety**, accessible to qualified and/or eligible persons with disabilities. The Contractor also recognizes that the ADA prohibits discrimination in public accommodation and employment based solely on disability regardless of the funding source. The undersigned Contractor agrees that it and all subcontractors will comply with the ADA and 504 requirements.

- B.** The undersigned Contractor has completed the **ADA/504 SELF-EVALUATION QUESTIONNAIRE** to determine if it is discriminating against persons with disabilities in the areas of program services, facility access, employment policies and procedures, outreach efforts, or the provision of reasonable accommodation(s) to qualified/eligible persons with disabilities. Reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship or burden.
- C.** The undersigned Contractor has developed a **CORRECTIVE ACTION PLAN** for all areas that are not in compliance with Section 504 and the ADA.
- D.** The undersigned Contractor agrees to cooperate in any compliance review and to provide reasonable access to the premises of all places of business and employment, and to records, files, information and employees therein to King County's OCRC for reviewing compliance with Section 504 and ADA requirements.
- E.** The undersigned Contractor agrees that any violation of the specific provisions and terms of the **ADA/504 DISABILITY ASSURANCE OF COMPLIANCE** and/or **CORRECTIVE ACTION PLAN** required herein and Section 504 and the ADA, shall be deemed a breach of a material provision of the contract between the County and the Contractor. Such a breach shall be grounds for cancellation, termination or suspension, in whole or in part, of the contract by the County or disqualification of the Contractor in future contracts.
- F.** According to my responses to the questions in the **ADA/504 SELF-EVALUATION QUESTIONNAIRE** _____ (company name) is in compliance with the ADA and 504 .
 _____ **YES** _____ **NO**
- G.** If no, the following corrective actions will be taken:

Corrective Action Plan

General Requirements:

Actions to be taken:

Completion Date

Program Access:

Actions to be taken:

Completion Date

Employment and Reasonable Accommodation:

Actions to be taken:

Completion Date

Physical Accessibility:

Actions to be taken:

Completion Date

Prepared by: _____

Title: _____ Date: _____

Contractor Name: _____ Contract #: _____

Address: _____
City State Zip

I Declare Under Penalty of Perjury Under the Laws of the State of Washington that the Foregoing is True and Correct.

Contractor: _____
Company/Organization Name

Address: _____
Street City State Zip

Contact Person: _____ Phone: _____

AUTHORIZED SIGNATURE: _____

Name: _____ Phone: _____

Title: _____

SUBSCRIBED AND SWORN TO before me

this _____ day of _____ 20_____

Notary Public in and for the State of

Presiding at _____

RECEIVED by:

King County

Date

Phone #

DISABILITY RESOURCE LIST

This resource list is included for information purposes. King County does not endorse one agency over the other. This list is also not inclusive of all the disability resources available.

Americans with Disabilities Act (ADA)

Northwest Disability Business Technical Assistance Center
(Information ADA) 1-800-435-7232 V/TTY(TDD)

Washington Coalition of Citizens with Disabilities (WCCD)
(Information/referral, employment, physical access reviews) 206-461-4550 V/TTY(TDD)

Governor's Committee on Disability Issues and Employment (GCDE)
(Information on ADA, employment) 206-438-3168
1-800-435-7232
206-438-3167 V/TTY(TDD)

Department of Justice (DOJ)
(ADA Helpline-East Coast) 1-800-514-0301
1-800-514-0383 TTY(TDD)

(ADA Helpline-West Coast) 1-800-466-4232 V/TTY

Barrier Free Design Assistance

Easter Seal Society
(Physical access reviews, housing referral) 206-281-5700 V/TTY(TDD)

Washington Coalition of Citizens with Disabilities (WCCD)
(Information/referral, employment, physical access reviews) 206-461-4550 V/TTY(TDD)

Assistance Technical Resource Center - UW
(Information/referral, resources on technology and service providers) 206-685-4181
206-616-1396 TTY(TDD)

Blind/Visually Disabled

Washington Talking Book and Braille Library
(Braille services and talking books) 206-464-6930 V/TTY(TDD)

Community Services for the Blind and Partially Sighted
(Information/referral, adaptive equipment store) 206-525-5556

Department of Services for the Blind
(Information/referral, employment services) 206-721-4422 V/TTY(TDD)

Deaf/Hard of Hearing

Interpreter Referral Service
(Sign language interpreters--allow 1-2 weeks scheduling time) 206-322-5551 V/TTY(TDD)

Community Services for the Deaf and Hard of Hearing
(Information/referral, advocacy and independent living services) 206-322-4996 V/TTY(TDD)

Hearing, Speech and Deafness Center
V/TTY(TDD) 206-323-5770
(Information/referral, adaptive equipment store)

Washington Telecommunications Relay Service	1-800-833-6384 1-800-833-6388 TTY(TDD)
Abused Deaf Women's Advocacy Service (ADWAS)	206-726-0093 TTY(TDD)
<i>Disability Parking--How to obtain application</i>	
Local Department of Licensing Offices	
King County Licensing and Regulatory Services Division	206-296-4029
State Department of Licensing	1-800-642-5174
<i>Employment Agencies</i>	
Department of Services for the Blind (Employment services for persons who have a vision disability)	206-721-4422 V/TTY(TDD)
Division of Vocational Rehabilitation (Employment services, training)	206-720-3200 V/TTY(TDD)
Washington Coalition of Citizens with Disabilities (WCCD) (Information/referral, employment, physical access reviews)	206-461-4550 V/TTY(TDD)
Resource Center for the Handicapped (Employment services, training programs)	206-362-2273 V/TTY(TDD)
<i>Accessible Transportation</i>	
Metro - Public Transportation Rider Information	206-553-3000 206-684-1739 TTY(TDD)
Customer Service	206-553-3060 206-684-2029 TTY(TDD)
Para Transit Van Service	206-689-3113 206-689-3116 TTY(TDD)
Rich's Northwest Mobility Services (Snohomish) (Van modifications, hand controls)	206-481-6546
Mobility Systems (Sumner) (Van modifications, hand controls)	206-863-4744
<i>Information and Referral</i>	
Washington Coalition of Citizens with Disabilities (WCCD) (Information/referral, employment, physical access reviews)	206-461-4550 V/TTY(TDD)
Disability Law Project (Legal advice and services, legal education for community, technical assistance, one-to-one assistance)	206-461-3690(x15)

ATTACHMENT H - SOURCE CODE ESCROW AGREEMENT

The following 3 attachments are for information purposes. They are the preferred contact agreements that will be completed at time of contract award.

ESCROW AGREEMENT dated as of this ____ day of _____, 20____, by and among _____, organized and existing under the laws of the State of _____, and having its principal place of business at _____ (hereinafter "Licensor"); King County, organized and existing under the laws of the State of Washington and having its principal place of business at _____ Seattle, WA (hereinafter the "County"); and _____, organized and existing under the laws of the State of _____ and having its principal place of business at _____ (hereinafter the "Escrow Agent").

WITNESSETH:

WHEREAS, the Licensor and the County have entered into a software agreement (hereinafter "License Agreement") dated _____, a copy of which is appended hereto and made a part hereof, pursuant to which the Licensor has licensed to the County certain computer software, including all updates, improvements, and enhancements thereof from time to time developed by the Licensor, and such additional program changes as the County may order from the Licensor from time to time, and all documentation therefor developed by the Licensor (hereinafter collectively referred to as the "Product"); and

WHEREAS, it is the policy of the Licensor not to disclose the source codes and related documentation (hereinafter collectively referred to as the "Source Code") for the Product to its customers except as provided in an applicable Escrow Agreement; and

WHEREAS, Licensor and the County agree that upon the occurrence of certain events described in Section 3(a) below, the County shall be able to obtain the Source Code and all revisions thereof, and accordingly, the Licensor agrees to deliver said Source Code to the Escrow Agent;

NOW, THEREFORE, in consideration of the mutual covenants exchanged herein and for other valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Licensor, the County, and the Escrow Agent hereby act and agree as follows:

1. Deposits

The Escrow Agent, as a safekeeping escrow agent, agrees to accept from the Licensor the Source Code. The Escrow Agent will issue to the Licensor a receipt for the Source Code upon delivery. The Source Code held by the Escrow Agent shall remain the exclusive property of the Licensor, and the Escrow Agent shall not use the Source Code or disclose the same to any third party except as specified herein. The Escrow Agent will hold the Source Code in safekeeping at its offices hereinabove indicated unless and until the Escrow Agent receives notice pursuant to the terms of this Agreement that the Escrow Agent is to deliver the Source Code to the County or Licensor, in which case the Escrow Agent shall deliver the Source Code to either Licensor or the County pursuant to the provisions of this Escrow Agreement.

2. Representations of Licensor to the County

Licensor represents and warrants to the County that:

(a) The material described in the attached Schedule A constitutes the Source Code and documentation for the Product licensed to the County pursuant to the License Agreement.

(b) The Source Code delivered to the Escrow Agent is in a form suitable for reproduction by computer and/or photocopy equipment, and consists of a full source language statement of the program or programs comprising the Product and complete program maintenance documentation, including all flow charts, schematics, and annotations which comprise the precoding detailed design specifications, and all other material necessary to allow a reasonably skilled third party programmer or analyst to maintain or enhance the Product without the help of any other person or reference to any other material.

(c) The Licensor will promptly supplement the Source Code with all revisions, corrections, enhancements, or other changes so that the Source Code constitutes a human-readable program for the then current release of the Product.

3. Notice of Default

(a) The Licensor shall be deemed to be in default of its responsibilities to County if:

(i) the Licensor is not able, at any time during the performance of Contract No. _____, to continue the contract for any reason, including, but not limited to, termination for non-performance; default in performance; or sale, assignment, or transfer of ownership of Contract No. _____ without the written authorization of the County; or

(ii) the Licensor is unable, at any time during the warranty period specified in the License Agreement, to correct any malfunction, defect, or nonconformity in any Product which prevents such Product from functioning in accordance with the applicable specifications, documentation, performance criteria, and other warranties and descriptions provided in the License Agreement, within _____ business days after the County's notification to Licensor specifying, in reasonable detail, how the Product fails to conform; or

(iii) the Licensor is unable to discharge any of its maintenance obligations with respect to any Product in accordance with the warranties or other standards for such maintenance set forth in any software maintenance agreement from time to time in effect between the Licensor and the County, within _____ business days after County's notification specifying in reasonable detail how the Product is not being maintained properly; or

(iv) the sale, assignment, or other transfer by the Licensor, without the prior written consent of the County, of such of the Licensor's rights in the Product as would prevent the Licensor from the discharge of its obligations with respect to the performance of the Product under the License Agreement during the warranty period, or from the discharge of its maintenance obligations with respect to the Product under any software maintenance agreement from time to time in effect between Licensor and County; or

(v) the Licensor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers, or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated its business voluntarily or otherwise, and County has compelling reasons to believe that such event(s) will cause Licensor to fail to meet its requirements under Contract No. _____, or warranty and maintenance obligations in the foreseeable future.

(b) The County shall give written notice (the "Notice of Default") to the Escrow Agent of any default by the Licensor. The Notice of Default shall, at the minimum, (i) be labeled "Notice of Default," (ii) identify the License Agreement and this Escrow Agreement, (iii) specify the nature of the default, (iv) identify the Source Code with specificity, and (v) demand the delivery of the Source Code to the County.

(c) Upon receipt of the Notice of Default, the Escrow Agent shall send a copy of the source code to the Licensor by certified or registered mail, postage prepaid, return receipt requested. If the Licensor desires to dispute the Notice of Default, the Licensor shall, within _____ days after the receipt of the copy of the Notice of Default from the Escrow Agent, deliver to the Escrow Agent with a copy to the County an Affidavit stating that

no default has occurred, whereupon the provisions of Paragraph 5 hereof will become applicable. If the Escrow Agent receives the Affidavit within said _____ days, the Escrow Agent shall continue to hold the Source Code in accordance with this Escrow Agreement. If the Escrow Agent does not receive the Affidavit within said _____ days, the Escrow Agent is authorized and directed to deliver the Source Code to the County.

4. Notice of Termination

Upon the termination of the License Agreement for reasons other than non-performance or default on Contract _____, failure to perform the warranty provisions or other events as more completely described in paragraph 3 herein, the Licensor may obtain the return of the Source Code by furnishing written notice of the termination, agreed to by authorized and notarized signature of the County.

5. Disputes

(a) In the event that Licensor files the required affidavit with the Escrow Agent in the manner and within the time period set forth in Paragraph 3(c) hereof, or if the County shall fail to agree that the License has been terminated, the Escrow Agent shall not release the Source Code to either party except in accordance with (i) a mediation agreement as hereinafter provided; (ii) receipt of an agreement with authorized and notarized signatures of both Licensor and County, authorizing the release of the Source Code to one of the parties; or (iii) a final decision by the King County Superior Court.

(b) Disputes arising under this Agreement shall be referred immediately to mediation. The mediation shall be conducted in Seattle, Washington. The Escrow Agent shall give prompt effect to any authenticated mediation agreement, notwithstanding the right of either party to seek, in King County Superior Court, enforcement or a stay of the mediation agreement based solely upon the failure of either party to comply with the mediation agreement.

(c) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington.

6. Payment to Escrow Agent

As payment for its services hereunder, the Escrow Agent shall receive a fee in an amount agreed to by both parties or, if there is no agreement, in an amount specified by the arbitrator, to be paid by the Licensor.

7. Termination

This Escrow Agreement shall terminate on the delivery of the Source Code to either party in accordance with the terms of this Agreement.

8. Waiver, Amendment, or Modification; Severability

This Escrow Agreement shall not be waived, amended, or modified except by written agreement of all the parties hereto. Any invalidity in whole or in part, of any provision of this Escrow Agreement shall not affect the validity of any other of its provisions.

9. Notices

All notices required to be given hereunder shall be in writing and shall be given by certified or registered mail, return receipt requested, to the parties at their respective addresses as provided in Contract No. _____.

10. Limitation on Escrow Agent's Responsibility and Liability

(a) The Escrow Agent shall not be obligated or required to examine or inspect the Source Code, or any of the Additions. The Escrow Agent's obligation for safekeeping shall be limited to providing the same degree of care for the Source Code as it maintains for its valuable documents and those of its customers lodged in the same location with appropriate atmospheric or other safeguards. However, the parties agree and acknowledge that the Escrow Agent shall not be responsible for any loss or damage to any of the Source Code due to changes in such atmospheric conditions, unless such changes are proximately caused by the gross negligence or intentional misconduct of the Escrow Agent, its employees, agents, or assigns.

(b) The Escrow Agent shall be protected when acting upon any written notice, request, waiver, consent, receipt, or other paper or document furnished to it, not only in assuming its due execution and the validity and effectiveness of its provisions but also as to the truth and acceptability of any information therein contained, which it in good faith believes to be genuine and what it purports to be.

(c) In no event shall the Escrow Agent be liable for any act or failure to act under the provisions of this Escrow Agreement except where its acts are the result of its gross negligence or intentional misconduct. The Escrow Agent shall have no duties except those which are expressly set forth herein, and it shall not be bound by any notice of a claim, or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Escrow Agreement, unless in writing received by it, and, if its duties are affected, unless it shall have given its prior written consent thereto.

(d) The parties to this Agreement hereby jointly and severally indemnify the Escrow Agent against any loss, liability, or damage, other than any caused by the gross negligence or intentional misconduct of the Escrow Agent, its employees, agents and assigns, including reasonable costs of litigation and counsel fees, arising from and in connection with the performance of its duties under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the year and date first above written.

(SEAL)

("Licensor")

Attest:

(SEAL)

By: _____

King County

Approved as to form:

Deputy Prosecuting Attorney

Attest:

(SEAL)

By: _____

("Escrow Agent")

Attest:

By: _____

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SCHEDULE A

Escrow fee: _____

to be paid by: _____

Description of Materials Containing the Source Code and related Documentation:

ATTACHMENT I - SOFTWARE LICENSING AGREEMENT

This agreement made this _____ day of _____, 20____, by and between _____ (hereinafter "Licensor") organized under the laws of the State of _____ and having its principal place of business at _____ and King County, Washington (hereinafter "County") with its principal place of business at _____, Seattle, WA 98____.

TERMS AND CONDITIONS

1. Entire Agreement. This agreement, as an attachment to Contract together with the following Exhibits (**note: identify each Exhibit by date and type of document such as letter, sales brochure, response to RFP etc.**) referenced herein, constitutes the agreement between Licensor and the County.

2. License.

2.1. Licensor hereby grants the County a nonexclusive, nontransferable and perpetual license to use the _____ Software (hereinafter "Software") as described in Exhibit A, including the source code(s) and related documentation under each program element. The licensed Software shall include in its meaning, in addition to the description contained in Exhibit A, any improvements, additions, or modifications of the version or versions of the Software which Licensor licensed to the County to use and materials related thereto and all materials, documentation and technical information provided to the County in written form and identified in Exhibit A for use in connection with the Software.

2.2. The County may utilize the object code version of the Software as required by King County on hardware owned or leased by the County.

2.3. The County may use and copy documentation pertaining to the Software as supplied by Licensor (hereinafter "Documentation") as required to exercise the license granted herein.

2.4. The County shall be permitted to make back up copies of the Software and Documentation in accord with the back up procedures followed by the County. The County may copy, reproduce, modify, adapt or translate the Documentation as it deems necessary provided that such copies are used in accord with the License granted herein and any such copies of the Documentation are utilized solely by King County.

3. Delivery and Installation; Modification of Software and Source Code. Licensor shall deliver the Software at the time, place and order of delivery as described in Exhibit A. Licensor shall install the software and provide necessary support services, including training, at no additional charge. Licensor shall notify the County that the program is ready for acceptance testing no later than the date set forth in Exhibit A. Licensor shall improve, add to, or otherwise modify the software and the source code prior to or at the same time any modifications of the same are available to any of Licensor's customers.

4. Source Code. Concurrent with delivery of the Software hereunder, Licensor shall place a copy of the source code for the Software into escrow pursuant to the Escrow Agreement executed with this Software License Agreement. Licensor shall improve, add to, or otherwise modify the source code prior to or at the time any modifications are available to Licensor's customers.

5. Acceptance Testing.

5.1 Within _____ (____) days of Licensor's notification to the County that the program has been installed and County personnel are trained to permit them to begin acceptance testing, the County shall commence performing the acceptance tests pursuant to the procedures, criteria and descriptions set forth in Exhibit A.

5.2 Acceptance testing shall be conducted on the _____ (**note: the location of the testing site must be identified either on site at King County or on site at Licensor's place of business**) site and equipment in order to determine whether the Software performs according to the functions, specifications and descriptions of the Software; to ensure that the Software will operate as contracted in the business environment of the County; is capable of running on a variety of data without

failure; meets the run times required by the County and otherwise meets the Scope of Work requirements established in Contract # _____.

5.3 When, at the sole discretion of the County, the acceptance tests establish that the Software is performing satisfactorily, the County shall send written notification of acceptance to the Licensor. The date of the written notice of acceptance shall commence the License granted by Licensor herein.

5.4 If, in the sole discretion of the County, the Software can not meet the acceptance criteria and fails the acceptance test(s), the County shall promptly notify Licensor in writing. The notification shall specify, with as much detail as possible, the area or areas in the Scope of Work where the Software failed to pass acceptance testing.

5.5 The Licensor shall be given _____ (____) days to correct the deficiencies or modify the Software so that it performs within the contracted Scope of Work. Licensor shall, within the time frame specified by the County, notify the County that the corrections or modifications have been made and present the Software for further acceptance testing.

5.6 Should the Software fail to perform in accordance with the Scope of Work after the second round of acceptance testing, the County shall notify the Licensor, and at the County's option may terminate the contract for non-performance in accordance with the Standard Contractual Terms and Conditions.

5.7 Nothing in the preceding paragraphs shall act as a waiver of any contractual rights identified in Contract # _____.

5.8 If the County terminates Contract # _____ or this License Agreement for non-performance or default by the Licensor, the County shall promptly return the Software and associated documentation and materials to Licensor at Licensor's expense and shall have the right, to receive prompt reimbursement of all payments made to Licensor under this Agreement or Contract # _____.

6. Payment. In consideration of the License granted to the County by this Agreement, the County shall pay to Licensor the License Fee as identified in Exhibit A upon successful completion of the acceptance tests, contingent upon the Licensor's satisfactory completion of all contractual obligations related to this License Agreement. Payment invoicing shall be in accordance with the Payment Procedures identified in Contract # _____, Standard Contractual Terms and Conditions.

7. Improvements and Other Modifications.

7.1 Improvements in the Software, including any additions or modifications made by the Licensor to or in the software at any time after acceptance testing, which improve the efficiency and effectiveness of the basic program functions and which do not change the agreed upon functions, shall be furnished to the Customer at no charge.

7.2 If, after acceptance testing, the Licensor shall develop improvements or changes to the Software which change the basic program functions or add new program functions, the County shall have the right to obtain such program changes upon payment as follows: a) Licensor's standard prices then in effect for installing such changes, or b) the difference between the then current price of the Software including such changes and the applicable fees and charges for the Software reflected herein. The warranties in this Software License Agreement shall apply to any improvements or changes to the Software obtained by the County after acceptance testing.

8. Termination. The termination provisions of Contract # _____ shall be applicable to the termination of this License Agreement.

9. Warranties.

9.1 Software. Licensor warrants that on the Acceptance Date, the Software furnished hereunder shall be free from significant programming errors and from defects in workmanship and materials and shall operate and conform to the performance capabilities, specifications, functions and other descriptions and standards as identified in the Scope of Work and all supplemental information provided by Licensor.

9.2 Services. Licensor warrants that the Services shall be performed in a timely and professional manner by qualified professional personnel; and that the Services and Software shall conform to the standards generally observed in the industry for similar Services and Software.

9.3 The warranties described in paragraphs 9.1 and 9.2 herein shall not be affected by the County's modification of the Software, including source code, so long as Licensor can discharge any warranty obligations

9.4 Licensor warrants that it has full power and authority to grant the rights by Licensor to the County with respect to the Software without the consent of any other person.

9.5 Licensor warrants that performance of the Services by Licensor and the License to the County to use the Software and Services, including copying, will not in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure or other right of any third party.

9.6 Licensor warrants that the Software, its License to and use by the County, and the performance by Licensor of the Services, shall be in compliance with all applicable laws, rules and regulations.

9.7 If at any time during the _____ (__) month period immediately following the Acceptance Date, Licensor or the County shall discover one or more defects or errors in the Software or any other aspect in which the Software fails to meet the provisions of the warranty requirements herein, or the Scope of Work, Licensor shall, at its own expense, promptly correct the defect, error or non-conformity by, among other things, making additions, modifications or adjustments to the Software as may be necessary to keep the Software in operating order in conformity with the warranties herein.

9.8 Licensor warrants the tapes, diskettes or other media delivered to the County to be free of defects in materials and workmanship under normal use for _____ (__) days from the date of receipt by the County. During the _____ (__) day period, the County may return defective media to Licensor and it will be replaced without charge to the County.

9.9 In the event that the Software and/or Documentation are held to be infringing or the Licensor believes the Software and/or Documentation are believed to be infringing, Licensor shall at its sole expense resolve the infringement in a manner agreed to by the County using one of the following methods: a) modify the Software and/or Documentation so that it is non-infringing; b) obtain a license for the County to continue using the Software and/or Documentation; c) substitute the Software and/or Documentation with other Software and/or Documentation reasonably suitable to the County; or d) terminate the license for the infringing Software and/or Documentation and refund the license fees and all other contract costs and fees paid for the infringing products.

9.10 Licensor warrants that the Software provided is free from intentional viruses or other intentional programming defects.

9.11 Licensor warrants that future maintenance or software releases shall not degrade the Software, cause a breach of any other warranty or require the County to purchase new or additional hardware or software for continued operation of the Software.

9.12 Year 2000 Compliant product. The Contractor represents and warrants that the software is Year 2000 Compliant as defined in paragraph 10 herein. Without waiving the definition of Year 2000 Compliant, the Contractor represents and warrants that: 1) The software will function without error or interruption related to date data, including errors or interruptions from functions which may involve date data from more than one Year 2000; 2) The software requires that all date data, whether received from users, systems, applications or other sources, include and indicate a Year 2000; 3) All date output and results, in any form, shall include and indicate the Year 2000.

10. Year 2000 Compliance. An information system is "Year 2000 Compliant" when the system is able to accurately process date data--including, but not limited to, calculating, comparing, and sequencing--from, into, and between the twentieth and twenty-first centuries, including leap year calculations.

The Contractor represents and warrants that the computer equipment, software and systems, individually and in combination, shall be Year 2000 Compliant, when used in accordance with the documentation supplied by the Contractor. The Contractor further represents and warrants that any upgrades, modifications, customizations or new versions of the computer equipment, software and systems, individually and in combination, shall be Year 2000 Compliant, when used in accordance with the documentation supplied by the Contractor.

In addition to all legal and equitable remedies available to the County for breach of this paragraph, the Contractor shall allow County employees or authorized representatives of the County to repair, remove or alter computer equipment, software and systems which are not Year 2000 Compliant.

11. Indemnification. Licensor agrees to indemnify, hold harmless and defend the County, including its officers, agents and employees from and against any and all suits, claims, actions, losses, costs, penalties and damages ~~or~~ of whatsoever kind or nature arising out of, in connection with, or incident to the Software or Services provided herein, including but not limited to violation of trade secret rights, proprietary information, trademark, copyright or patent rights in connection with the licensing of the Software. Licensor shall assume the defense of King County and its officers and employees in all legal or claim proceedings arising out of, in connection with or incident to the Software or Services provided herein; shall pay all defense expenses, including reasonable attorney fees, expert fees and costs incurred by King County on account of such litigation or claims, and shall satisfy any judgment rendered in connection therewith or pay or reimburse King County for the payment of any sums reasonable to settle such litigation or claims. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney fees shall be allowed to the prevailing party.

12. Miscellaneous.

12.1 The terms and conditions of Contract # _____ shall have precedence and control over any term and condition of this License Agreement which may be in conflict with Contract # _____. To the extent that this License Agreement is silent with respect to terms and conditions in Contract # _____, the terms and conditions in Contract # _____ shall control.

12.2 Severability. Any invalidity, in whole or in part, of any provision of this License Agreement shall not affect the validity of any other of its provisions.

12.3 Confidential Information. By virtue of this Licensing Agreement, the parties may have access to information that is confidential to one another (hereinafter "Confidential Information"). Confidential information shall be conspicuously marked as such and limited to the Software, Documentation and information related thereto as well as all information marked confidential. Confidential Information shall not include information which a) is or becomes a part of the public domain through no act or omission of the other party; or b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; or c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or d) is independently developed by the other party. This agreement shall be subject to the public disclosure laws of the State of Washington.

12.4 Assignment to Other Public Entities. King County shall have the right to assign its rights and obligations under this Licensing Agreement to any other public entity, provided that any permitted assignment or transfer of rights shall bind the assignee public agency to the terms and conditions of this License Agreement.

IN WITNESS WHEREOF, the parties have caused this Licensing Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this License Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

LICENSOR:

KING COUNTY

By: _____

By: _____

Its _____

Its: _____

SOFTWARE LICENSING AGREEMENT

EXHIBIT A

1. DELIVERY: The software shall be delivered on _____, 20 ____, and time is of the essence, to the following sites:

2. DESCRIPTION OF SOFTWARE:

(a) The performance capabilities, performance characteristics, specifications, functions, hardware requirements, and time characteristics, on specified computer equipment, of the Software are as follows:

(b) The following manuals, selling materials and other documentation provided by Licensor to describe the Software and its performance characteristics and capabilities are attached to Contract # _____ as Attachment(s) _____ and are incorporated by reference to the Software Licensing Agreement as if fully stated herein.

3. DESCRIPTION OF SERVICES:

The following installation, support and other services shall be provided by Licensor to King County. Such services shall be in addition to the installation and support service necessary for the delivery and installation of the Software and enable the County to conduct the acceptance tests, which services shall be furnished free of charge.

4. ACCEPTANCE TESTS:

(a) Licensor shall have the Software installed and ready for testing, and shall complete such training or King County's personnel as is necessary for the conduct of such testing, no later than _____.

(b) The acceptance tests required by Section 5 of the License Agreement shall be as follows:

5. SOFTWARE LICENSE FEE:

The Software License Fee shall be _____ and shall be paid as follows:

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ATTACHMENT J - SOFTWARE AND EQUIPMENT MAINTENANCE AGREEMENT

TERMS AND CONDITIONS

1. THIS AGREEMENT which includes **(any and all documents which form the Maintenance Agreement such as underlying contract, software license agreement, source code escrow agreement, sales brochures, RFP proposal information, and user manuals)** _____, (hereinafter, "Agreement"), is made this _____ day of _____, 20____, by and between _____, a corporation organized and existing under the laws of the State of _____ and having its principal place of business at _____ (hereinafter "Contractor"), and King County, having its principal place of business at _____ (hereinafter "County"),

2. Entire Agreement

This Agreement, including the appendix and all documents referenced herein, constitutes the entire agreement between Contractor and County and supersedes all proposals, oral and written, between the parties on this subject.

3. The Services

In consideration of the payments to be made to the Contractor, the Contractor agrees to provide the services described in this Agreement, including Appendix A or in any attachment hereto, with respect to the software and equipment. The location(s) at which the services shall be performed, and the term of this Agreement, shall be as set forth in Appendix A.

4. Applicability to Software License Agreement

During the warranty period of the Software License Agreement Contract No. _____ between Contractor and County pertaining to the software and equipment described in Appendix A, all of the provisions of this Maintenance Agreement shall be applicable without additional charge to the County.

5. Service Responsibilities of the Contractor

(a) *Maintenance.* Contractor shall maintain the software and equipment so that it operates in conformity with all descriptions and specifications herein and in the applicable Software License Agreement and Contract No. T00492T between the Contractor and the County, including specifications for the performance of all improved or modified versions of the software and equipment which the County has been licensed to use. Contractor shall correct all errors discovered by the County.

(b) *Support and Response Time.* (See 3-20 Equipment and Software support.) In the event that County detects any error, defect or nonconformity in the software and equipment, Contractor shall furnish complete off-site telephone support, in the form of consultations, assistance and advice on the use or maintenance of the software and equipment, within four (4) hours of County's request. In the event that such problem in the software and equipment is not corrected within twenty-four (24) hours of the initiation of such off-site telephone support, County shall submit to Contractor a listing of the output and all such other data which Contractor reasonably may request in order to reproduce operating conditions similar to those present when the error, defect or nonconformity was discovered. In the event that such problem is not corrected within five (5) working days after Contractor receives from County a listing of output and other data, Contractor shall within the next twenty-four (24) hours provide on-site service. Contractor shall implement temporary workaround procedures and shall demonstrate to County the good faith and diligent initiation and prosecution of corrective measures for all such problems involving the software within _____ hours of the commencement of such on-site services. **NOTE: The turnaround times allowed for repairs are a business decision for the user of this Maintenance Agreement. The times included in this paragraph are suggestions.**

In the event it is determined that the problem was due to County error in the use of the software and equipment, as opposed to an error, defect or nonconformity in the software and equipment itself, County shall pay Contractor Contractor's standard commercial time and materials rates for all on-site service provided plus Contractor's actual travel and per diem expenses, provided that this paragraph shall only be applicable if Contractor makes an on-site repair visit to a King County location.

6. Responsibilities of the County

(a) The County shall notify the Contractor immediately following the discovery of any error, defect or nonconformity in the software and equipment, unless such error defect or nonconformity is discovered after 5:00 p.m. on a business day. In that case, the County shall notify the Contractor by 10:00 a.m. on the following business day. In the event that an error, defect or nonconformity is discovered between 5:00 p.m. Friday and 9:00 a.m. Monday, the County shall notify the Contractor of the error, defect or nonconformity by 10:00 a.m. on the Monday morning immediately following the weekend during which the error, defect or nonconformity was discovered. The period within which Contractor is obligated herein to provide telephonic off-site support shall not commence until such time as the Contractor receives the County's notification of the error, defect or nonconformity.

(b) The County, upon detection of any error, defect or nonconformity in the software and equipment, shall, if requested to do so by the Contractor under Section 5(b) submit to the Contractor a listing of output and any such other data which Contractor reasonably may request in order to reproduce operating conditions similar to those present when the error occurred or the defect or nonconformity was discovered, as the case may be.

7. Charges

(a) *Computation.* Charges shall be as stated in Appendix A. These charges shall cover all services provided under this Agreement.

(b) *Price Protection.* The charges set forth herein for the services shall not be increased for a period of _____ years after commencement of services pursuant to this Maintenance Agreement. Thereafter, such prices only may be increased as identified in Attachment B, Price Proposal to Contract No. _____, not to exceed, in any event, an increase of _____ (____%) per year over the previous year's price.

8. Renewal of the Agreement

The County shall have the option, upon written notice given to the Contractor _____ (____) days prior to the expiration of any term of this Agreement, to renew this Agreement for annual periods so long as the software and equipment has been licensed to County under the Software License Agreement, which is Attachment I to Contract No. T00492T between King County and Contractor.

9. Warranties

(a) The Contractor warrants that it will maintain the software and equipment so that such software and equipment will be free from significant programming errors and from defects in workmanship and materials and shall conform to the performance capabilities, specifications, functions and other descriptions and standards applicable thereto as set forth in the Software License Agreement and Contract No. _____ applicable to the software, and so that the software will operate in conformity with all improvements, additions, or modifications of the software installed at County's site or sites. The services will be performed in a timely and professional manner by qualified maintenance technicians familiar with the software and its operation, and the services shall conform to the standards generally observed in the industry for similar services.

(b) This warranty shall not be affected by County's modification of the software, including source code, so long as Contractor can discharge its warranty obligations notwithstanding such modifications or following removal by County.

(c) The performance of the services by Contractor will not in any way constitute infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information or non-disclosure rights of any third party.

(d) Services provided by the Contractor will be in compliance with all applicable laws, rules and regulations.

10. Termination

(a) *Termination of Software License Agreement.* If either the Licensor of the software or the County terminates the Software License Agreement for any reason provided therein, County shall have the right without penalty to terminate this Agreement at the same time.

(b) *Default.* King County has the right to terminate this Agreement if the Contractor breaches or is in default of any obligation hereunder or pursuant to Contract No. _____ between King County and the Contractor, which default is incapable of cure or which, being capable of cure, has not been cured after receipt of notice of such default.

(c) *Acts of Insolvency.* King County may immediately terminate this Agreement by written notice to the Contractor and may regard the Contractor as in default of this Agreement if the Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occurs, the Contractor shall immediately notify the County of its occurrence.

(d) *Force Majeure; Suspension and Termination.* In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of, or if loss of the services is caused by, a force majeure as defined in Contract No. _____ between King County and Contractor, the party who has been so affected immediately shall give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended, and the contractual force majeure provisions in Contract No. T00492T shall apply.

(e) *Rights and Obligations of the Parties on Termination.* In the event that this Agreement is terminated as a result of the occurrence of a force majeure, or other cause except default by the Contractor, each party shall return to the other all data, materials, and other properties of the other party then in its possession, except that County may retain for a reasonable period such materials as may facilitate securing the services of another Contractor.

(f) *Continuing Obligations.* The obligations of the parties under Section 10 (Termination), and 11 (Indemnification) shall survive the termination of any services hereunder.

11. Indemnification

(a) Contractor does hereby indemnify and shall hold harmless and defend, including reasonable attorney fees and costs, the County, its officers, agents and employees (hereinafter "Indemnified Party") against all liability to third parties, other than liability solely the fault of the Indemnified Party, arising from the negligence of Contractor or its agents or the violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with the performance of the services hereunder. Contractor may, at its option, conduct the defense in any such third party action arising as described herein and County promises fully to cooperate with such defense.

(b) If a third party claim causes County's quiet enjoyment and use of the software and equipment supplied by Contractor to be seriously endangered or disrupted, Contractor shall (1) replace the software and equipment, without additional charge, by a compatible, functionally equivalent and non-infringing product; (2) modify the software and equipment to avoid the infringement; (3) obtain a license for the County to continue use of the software for the term of this Agreement and any renewals thereof and pay for any additional fee required for such license; or, (4) if none of the foregoing alternatives are possible even after the Contractor's best effort, the Contractor shall return a pro rata portion of the maintenance fee based on the term of this Agreement.

12. Assignment

Contractor shall not assign or subcontract all or any part of this Agreement without the written consent of King County.

13. Miscellaneous

(a) *Applicable Law.* This Agreement shall be governed by the laws of the State of the Washington, including but not limited to the Uniform Commercial Code. Should any term of this Software Maintenance Agreement be inconsistent with Contract No. _____ between King County and Contractor, Contract No. _____ shall prevail.

(b) *Insurance.* Contractor shall maintain in effect at all times during the term hereof, insurance as described in Contract No. _____ between King County and the Contractor.

(c) *Cumulation of Remedies.* All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

(d) *Severability.* Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.

(e) *Notices.* Any notice or other communication hereunder shall be in writing and in accordance with Contract No. _____ between King County and Contractor.

(f) *Waiver.* No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

CONTRACTOR:

KING COUNTY:

By: _____
Its: _____

By: _____
Its: _____

ATTACHMENT J

APPENDIX A

I. Description of Services.

- (a) The software to be maintained by Contractor is identified as follows:
- (b) The maintenance services to be performed by the Contractor are as follows:
- (c) Specifications and Performance Standards of the software:

II. The following proposals, selling literature and other documents are attached to this Appendix and incorporated into the Agreement by reference:

III. Location of Services.

The Maintenance Services to be performed by the Contractor shall be conducted at the following locations:

IV. Term.

The term during which the Services will be provided will be from _____ to _____, subject to renewal as described in Section 8 of this Maintenance Agreement.

V. Payment for Services.

The following payment schedule for the Services, including any multi-site charges and discounts, will apply to this Agreement: NOTE: Payments described shall be consistent with Contract No. _____ between King County and the Contractor.

[maint2.doc.rev.5/97]